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COMPARISON OF SAMPLE CLAUSES FOR CONTRACTS FOR THE SUPPLY AND INSTALLATION OF PRODUCTION EQUIPMENT FOR THE ASSEMBLY AND MANUFACTURE OF AGRICULTURAL MACHINERY*

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The purpose of this document is to draw together the various types and versions of the clauses contained in drafts and precedents of the contract under consideration. It is essentially a research document, drawing on existing material and not seeking to furnish any new ideas on the possible approaches to issues in contractual relations.

The headings of the contract clauses dealt with in this document appear in the middle column of the "Contents" on the next page. The clause numbers are given in the right hand column. Reference is then made in the left hand column to the "Status" of the clauses considered. The letters "N", "R" and "O" stand for "Necessary", "Recommended" and "Optional" respectively. This classification indicates the degree of importance attached to the inclusion in the contract of a clause dealing with the issue raised in the corresponding clause heading. Thus, it is felt, a clause whose heading is assigned the status "Necessary" should appear in some form in the contract, even if it is not included in terms of any of the examples provided in this document.

On the page following the "Contents" there is an example of the preamble sometimes included in contracts. The recitals contained in a preamble serve to describe, if very briefly, the setting and conditions in which the agreement between the parties has been concluded. Under legal systems which take preambles into account, these can be of assistance in interpreting the clauses of contracts should a dispute later arise. Some legal systems, however, ignore the recitals contained in the preamble to a contract.

The major part of this document is given over to samples of the clauses which can be included in the contract under consideration. The examples appear in tabulated form. In some instances only one example is given of the possible terms of a clause dealing with the issue raised in the clause heading (left hand column of the table), in others two or three examples are provided. The fifth column, headed "Additions", contains extra material which supplements rather than replaces the examples given of a particular clause. The last column of the tables indicates, in abbreviated form, the sources from which the examples and additions have been generally drawn. The sources referred to above are set out in full in the last page of this document.

As recommended by the Second Consultation on the Agricultural Machinery Industry, the sources drawn from include the documentation considered by that Consultation, the views expressed on it, other relevant national and international material, the views of the participants in the Consultation and other interested parties and the experience gained by the Secretariat in work on contractual agreements.

Clause	Heading	Status
1	Definitions	R
2	Entry into Force	R
3	Substantive Transaction	N
4	Parties' Representatives	R
5	Tests and Inspections of Products	N
6	Parties' Preliminary Obligations	N
7	Alterations in the Products to be Delivered	R
8	Customs and Duties	R
9	Supplier's Obligations	N
10	Additional Equipment	N
11	Supply of Installation Equipment	N
12	Staffing of Works	N
13	Sub-Contracts	R
14	Performance Security	O
15	Insurance	R
16	Delay in the Supplier's Performance	N
17	Delivery of the Products and the Additional Equipment	R
18	Delays in the Delivery Occasioned by the Client	O
19	Interruption of work	R
20	Variations	N
21	Defects Apparent Before Taking Over	R
22	Tests on Completion	N
23	Taking Over	N
24	Price and Payment	N
25	Client's Failure to Perform	R
26	Supplier's Failure to Perform	R
27	Warranties	N
28	Guarantee	N
29	Liability for Personal Injury and Damage to Property	R
30	Patent and Other Rights	R
31	Access to the Site	R
32	Additional Duties of the Supplier	R
33	Ownership of Documents	R
34	Assignment	R
35	Notices	R
36	Language	R
37	Force Majeure	N
38	Termination by the Client	O
39	Rights at Termination	N
40	Limitation of Damages	R
41	Applicable Law	N
42	Settlement of Disputes	R

THIS AGREEMENT is made BETWEEN of (hereinafter called "the client") and of (hereinafter called "the supplier) this day of

WHEREAS:

1. The client is desirous of erecting a facility for the assembly, manufacture, maintenance and repair of agricultural machinery in his/her own country;

2. The supplier has, for a considerable number of years been a manufacturer of production equipment for the assembly and manufacture of agricultural machinery and

(a) has developed certain processes, methods and techniques used in the assembly and manufacture of agricultural machinery;

(b) possesses substantial valuable knowledge of a specialized nature relating to the operational and technical aspects of the assembly and manufacture of agricultural equipment and continues to acquire information, skills, expertise and reputation relative to the manufacture of agricultural machinery;

3. The client is desirous of purchasing production equipment for the assembly and manufacture of agricultural machinery from the supplier and of acquiring and having the advantage of all the supplier's said and future technical knowledge, information, expertise and skill in the assembly, manufacture, repair and maintenance of agricultural machinery;

4. The supplier is mindful that the client has available to him/her in his/her own country a far lesser tradition in industry than has the supplier and that the consummation of this agreement is intended to aid and be in the interests of the industrial and economic development of the client's country.

Now, in CONSIDERATION of the premises and of the mutual covenants and conditions herein contained, the parties hereto have agreed and do by these presents agree as follows:

(Suppl. of Plant)

SOURCE

ADDITIONS

EXAMPLE III

EXAMPLE II

DEFINITIONS R	1. For the purposes of this contract the following terms shall be interpreted thus: -"additional equipment" - all the equipment, machinery, accessories and/or other materials which the client is required to supply and deliver to the supplier under this contract for assembly, erection and installation by the supplier. A detailed list of the elements described as "additonal equipment" appears in Annex of this contract. -"conformity" the presence in the works of all the conditions of quality, fitness, merchantability and compliance with the specifications as warranted in this contract. -"contract" - this agreement including all the appendices and attachments hereto and all documents referred to in this contract. -"products" - all the equipment, machinery, accessories and/or other materials which the supplier is required to supply to the client under this contract. A detailed list of the elements described as "products" appears in Annex of this contract. - "Specifications" - the standards, performance indicators and output/productivity figures of the works particularized in Annex of this contract. The said term "specifications" also refers to the descriptions of the works, their characteristics, quality and performance capacity as stated by the supplier. - "Supervision"- includes the direction and responsibility for the activities or matters or work or procedures being the subject of supervision of all the works. - "Works" - means all the plant to be provided, services to be rendered and work carried out by the supplier under this contract.				Ex. I 1 ID/WG.400/2 + ADB/I-ADB/WB

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
ENTRY INTO FORCE R	2. This contract will be deemed to have entered into force on its signature by the parties and if it is signed by the parties separately, on the signature of the last subscribing party.				Ex. I 2 FIDIC
SUBSTANTIVE TRANSACTION N	3. Subject to the terms of this contract, the supplier shall sell and deliver the products and shall supervise the assembly, erection and installation of the products and the additional equipment in consideration of the payment to him/her by the client of the price for the works hereinafter specified.	3. Subject to the terms of this contract, the supplier shall sell and deliver the products and shall assemble, erect and install the products and the additional equipment, all of which said works shall be carried out under the direction and to the reasonable satisfaction of the industrial architect hereinafter appointed by the supplier for the purposes hereof, in consideration of the payment to him/her by the client of the price for the works hereinafter specified.			Ex. I 3 ID/WG.400/2 + ECE/188 B Ex. II 3 FIDIC
				Add.3 In addition, the supplier shall instruct the client's employees in the use, maintenance and repair of the works.	Add.3 ECE/188 A 1 2 1
PARTIES REPRESENTATIVES R	4.1 The supplier and the client shall each designate in writing a competent representative to be his/her channel of communication with the other party on the day-to-day execution of the works on the site. 4.2 Each such representative shall be present on or near the site during working hours. 4.3 Any agreement reached between the representatives of the parties shall be subject to written confirmation by the supplier and the client.	4.1 The supplier hereby appoints ..... (hereinafter called "the industrial architect") to direct and verify the conformity of the works to this contract. 4.2 The industrial architect shall carry out such duties in issuing decisions, certificates and orders as are specified in this contract. 4.3 The industrial architect may, from time to time in writing delegate to his/her representative any of the powers, discretions, functions or authorities vested in him/her and he/she may at any time revoke any such delegation. The			Ex. I 4 ECE/188 A + CMEA Ex. II 4 FIDIC

HEADINGS | EXAMPLE I | EXAMPLE II | EXAMPLE III | ADDITIONS | SOURCE

industrial architect shall furnish to the client and the supplier a copy of any such written delegation or revokation. No such delegation or revokation shall have effect until a copy thereof has been delivered to the supplier. Any written decision, instruction or approval given by the industrial architect's representative to the supplier in accordance with such delegation shall bind the supplier and the client as though it had been given by the industrial architect provided always that:-
(a) Any failure of the industrial architect's representative to disapprove any products or worksmanship in the carrying out of the works shall not prejudice the power of the industrial architect thereafter to disapprove such products or workmanship and to order the rectification thereof in accordance with this contract; and,
(b) If the supplier shall be dissatisfied by reason of any decision of the industrial architect's representative he/she shall be entitled to refer the matter to the industrial architect who will thereupon confirm, reverse or vary such decision.

4.4 The industrial architect's representaitve shall be responsible to the industrial architect and his/her duties are to watch and supervise the works and to test and examine any products or workmanship employed in connection with the

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		works. The industrial architect's representative shall have no authority to relieve the supplier of any of his/her obligations under the contract nor, save as expressly provided in the contract, to order any work involving delay in completion or any extra payment to the supplier by the client, nor to make any variation to the works. 4.5 Wherever by this contract the industrial architect is required to exercise his/her discretion by the giving of a decision, opinion, consent or to express satisfaction or approval or to determine value or otherwise take action, which may affect the rights and obligations of either the client or the supplier, the industrial architect shall exercise such discretion fairly within the terms of the contract and having regard to all the circumstances. If either party disagrees with the action taken by the industrial architect he/she shall be at liberty to refer the matter to arbitration in accordance with this contract. 4.6 The supplier shall designate in writing a competent representative to be his/her channel of communication with the client's representative, that is to say, with the industrial architect, on the day to day execution of the works on the site.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE

TESTS AND INSPECTIONS OF PRODUCTS N	5.1 The client or his/her representative shall have the right to inspect and/or test the products to confirm their conformity to this contract. The client shall notify the supplier in writing of the inspections and tests the client requires, where they are to be conducted and the identity of any representatives retained for these purposes.	5.1 The industrial architect shall be entitled during manufacture to inspect, examine and test, on the supplier's premises during working hours, the materials and workmanship and check the progress of manufacture of all the prodcuts to be delivered by the supplier under this contract, and if part of the said products are being manufactured on other premises, the supplier shall obtain for the industrial architect permission to inspect, examine and text as if the said products or part thereof were being manufactured on the supplier's premises. Such inspection, examination or testing if made shall not release the supplier from any obligation under this contract.			Ex. I 5 ADB/I-ADB/WB
	5.2 The said inspections and/or tests may be carried out on the supplier's premises, the premises on which they are being manufactured and/or on the products' arrival on the site. If part or all of the said products are being manufactured on other premises than those of the supplier, the supplier shall obtain permission for the client to inspect and/or test as if the products or that part thereof were being manufactured on the supplier's premises.	5.2 The supplier shall agree with the industrial architect the date and the place at which the products will be ready for testing and unless the industrial architect shall attend at the place so named on the date agreed the supplier may proceed with the tests, which shall be deemed to have been made in the industrial architect's presence, and shall forthwith forward to the industrial architect duly certified copies of the test readings.			Ex. II 5 FIDIC
	5.3 Where the said inspections and/or tests are conducted on the premises of their manufacture the supplier shall furnish or obtain the furnishing of all reasonable facilities and assistance, including access to drawings and production data, at no charge to the client.				

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	5.4 Should any inspected or tested products fail to conform to the specifications the client may reject them and the supplier shall either replace the rejected products or make the alterations necessary to meet the specification requirements free of cost to the client.	5.4 Where the said inspections, examinations or tests are being carried out on the premises of their manufacture the supplier shall provide or shall obtain the provision of such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required and as may be reasonably demanded to carry out such inspections, examinations or tests efficiently.			
	5.5 The client's right to inspect, test and, where necessary, reject the products after the products' arrival in the client's country shall in no way be limited or waived by reason of the products having previously been inspected, tested and passed by the client or his/her representative prior to the products' shipment from the country of origin.	5.5 As and when the products shall have passed the tests referred to the industrial architect shall furnish to the supplier a certificate to that effect.			
	5.6 Nothing in this Clause shall in anyway release the supplier from any warranted or any other obligations under this contract.	5.6 If as a result of such inspection, examination or test of the products (other than a test on completion under Clause 22 of this contract) the industrial architect shall decide that such products or part thereof are defective or not in accordance with this contract, he/she shall notify the supplier accordingly stating in writing his/her objection and the reason therefor. The supplier shall with all speed make good the defect or ensure that the products comply with this contract. Thereafter, if required by the industrial architect, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which the client may be put by the repetition of the tests shall be deducted from the contract price.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE

PARTIES' PRELIMINARY OBLIGATIONS N	6.1 The client shall:- (a) be responsible for and bear the costs of the execution of all the preparatory work as detailed in Appendix .... of this contract. The said preparatory works shall be completed before ..... and on completion of the said works, the client shall give the supplier notice that the premises and installation site are ready for the commencement of the installation works; (b) furnish free of charge to the supplier before the commencement of the works all the information, plans or drawings required for the carrying out of the works; (c) before the time notified by the supplier for the delivery of any products to the site obtain all consents, wayleaves and approvals required in connection with the regulations and by-laws of local or other authorities which shall be applicable to the works; (d) obtain all import permits or licences required for any part of the products or works in reasonable time having regard to the time for delivery of the products and for the completion of the works; (e) give the supplier assistance to enable the supplier to ascertain the nature and extent of and to comply with any laws, regulations, orders or by-laws having the force of law in the client's country which may affect the supplier in the performance of his/her obligations under this contract, and will, if so desired, procure for the supplier copies thereof at the supplier's expense; (f) provide the supplier with access to and facilities for an inspection of the site within a reasonable time; and (g) grant the supplier possession of the site within a reasonable time and provide a road or railway suitable for the transport of the products and equipment necessary for the execution of the works from an adequate public thoroughfare or railway available to the supplier to the point on the site where they are to be installed or used.			Ex. I 6.1 ECE/188 A CMEA + FIDIC
			Add.6 The client shall provide the supplier free of charge with closed or guarded premises on or near the site as a protection against theft and deterioration of the products and the equipment required for the execution of the works.	Add.6 ECE/188 A

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	6.2 The supplier shall:- (a) before the .....(date) provide the client with drawings showing the manner in which the products and additional equipment are to be affixed, together with all information relating to the works required for preparing suitable foundations, for providing suitable access for the products, additional equipment and equipment necessary for the execution of the works to the point on site where they are to be installed or used and for making all the connections necessary to the products and additional equipment. The said dawings and documents will include the specifications necessary to enable the client to purchase the appropriate additional equipment; (b) submit to the client for his/her approval a program showing, in such form as may be reasonably required by the client, the order of procedure in which he/she proposes to carry out the works including the design, manufacture, delivery to site, erection and commissioning thereof. The program shall also indicate the times by which the supplier requires the client to have obtained any import licences, consents, wayleaves and approvals, necessary for the purpose of the works. The submission to and approval by the client of such a program shall not relieve the supplier of any of his/her duties or responsibilities under the contract;	6.2 The supplier shall:- (a) Before the ..... (date) provide the industrial architect with drawings showing the manner in which the products and additional equipment are to be affixed, together with all information relating to the works required for preparing suitable foundations, for providing suitable access for the products, additional equipment and equipment necessary for the execution of the works to the point or site where they are to be installed or used and for making all the connections necessary to the products and additional equipment. The said drawings and documents will include the specifications necessary to enable the client to purchase the appropriate additional equipment. (b) Submit to the industrial architect for his/her approval a program showing in such form as the industrial architect may reasonably require, the order of procedure in which he/she proposes to carry out the works including the manufacture, design, delivery to site, erection and commissioning thereof. The program shall also indicate the times by which the supplier requires the client to have obtained any import licences, consents, wayleaves and approvals necessary for the purpose of the works. The submission to and approval by the industrial architect of such a program shall not relieve the supplier of any of his/her duties or responsibilities under the contract.			Ex. I+II 6.2 FIDIC+ECE/188 A

HEADINGS					
	(c) be deemed to have examined the site if access thereto has been made available to him/her and also the conditions of this contract, together with the specifications, schedules, appendices, drawings and plans and the supplier shall be responsible for any misunderstanding or incorrect information however obtained except information given in writing by the client, provided that:- If during the execution of the works the supplier shall encounter physical conditions, other than climatic conditions, on the site or artificial obstructions, which conditions or obstructions could, in his/her opinion, not have been reasonably foreseen by an experienced supplier, the supplier shall forthwith give written notice thereof to the client and if, in the opinion of the client, such conditions or artificial obstructions could not have been foreseen by an experienced supplier, the client shall pay the additional costs to which the supplier has been put by reason of the said conditions and obstructions.	(c) be deemed to have examined the site if access thereto has been made available to him/her, and also the conditions of this contract, together with the specifications, schedules, Appendices, drawings, and plans, and the supplier shall be responsible for any misunderstanding or incorrect information however obtained except information given in writing by the industrial architect or the client, provided that:- If during the execution of the works the supplier shall encounter physical conditions, other than climatic conditions, on the site or artificial obstructions, which conditions or obstructions could, in his/her opinion, not have been reasonably foreseen by an experienced supplier, the supplier shall forthwith give written notice thereof to the industrial architect and, if in the opinion of the industrial architect, such conditions or obstructions could not have been reasonably foreseen by an experienced supplier, then the industrial architect shall so certify and the client shall pay the additional costs to which the supplier has been put by reason of the said conditions and obstructions, including the proper and reasonable cost of complying with any instruction which the industrial architect may issue to the supplier in connection therewith, and of any proper and reasonable measures approved by the industrial architect which the supplier may take in the absence of specific instructions from the industrial architect as a result of such conditions or obstructions being encountered.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
ALTERATIONS IN THE PRODUCTS TO BE DELIVERED R	7.1 The supplier shall be entitled to sell and deliver products other than those specified in Appendix .... of this contract provided that the replacement products so sold and delivered equal or improve upon the quality and performance of the products they replace and conform with the minimum requirements detailed in the specifications. 7.2 The supplier is bound to keep the client informed of any improvements made in or of any reduction of the price of equipment and machinery available for purchase with similar functions as the products and, should the client so require, will deliver such alternative products in the place of the specified products provided that where the products or any part thereof have been already manufactured or are in the cause of manufacture a reasonable sum in respect thereof shall be allowed by the client. The following procedure shall be followed:- (a) on receipt of such a request for alternative products from the client the supplier will immediately inform the client of the increase, if any is allowable under this Clause, of the cost or the delay, if any, in the time required for the supplier's performance of any part of his/her obligations under the contract and will advise the client as to the quality and performance of such alternative products; and (b) only on receipt of an order for alternative products made subsequent to the supplier's notification referred to at (a) above will the said alternative products be delivered in the place of the specified products. (c) Should the client order alternative products an equitable adjustment shall be made in the contract price on the delivery schedule or both to accommodate the changes thereto of which the supplier has notified the client if the said alternative products replace products already manufactured or in the course of manufacture.			Ex. I 7.1 ID/WG.400/2 Ex. I 7.2 ID/WG.400/2 +FIDIC
CUSTOMS AND IMPORT DUTIES R	8.1 The supplier will be liable to pay all the import duties leviable on the products and the sameare included in the contrace price. 8.2 The client shall assist the supplier where required in obtaining clearance through customs of all the products and equipment required for the installation works and in procuring any necessary government consent to the re-export of the supplier's installation equipment upon removal from the site.	8.1 The client will be liable to pay all the taxes and import duties leviable on the products.			Ex. I+II 8 ECE/188 A

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
SUPPLIER'S OBLIGATIONS N	9.1 The supplier shall, subject to the provisions of this contract, execute the works with due care and diligence within the time for completion specified in Annex..... of this contract and provide the skilled labour specified in Annex ..... of this contract and the testing equipment required to enable him/her to carry out his/her obligations under this contract so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.	9.1 The supplier shall, subject to the provisions of this contract, execute the works with due care and diligence within the time for completion specified in Annex .... of this contract and provide the skilled labour, including the supervision thereof, and the supplier's equipment, save that specified in Annex ... hereof, required to enable him/her to carry out his/her obligations under this contract so far as the necessity for providing the same is specified in or is reasonably to be inferred from this contract.			Ex. I 9.1 ECE/188 B + ID/WG.400/2 Ex. II 9.1 FIDIC
	9.2 The supplier shall be responsible for the accurate setting out of the works in relation to the original points, lines and levels of reference specified by the client and for the correctness, subject as above mentioned, of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and skilled labour, as herein specified, in connection therewith.	9.2 The supplier shall be responsible for the accurate setting out of the works in relation to original points, lines and levels of reference given by the industrial architect in writing and for the correctness, subject as above-mentioned, of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and skilled labour in connection therewith. If, at any time during the progress of the works, any error shall appear or arise in the positions, levels, dimensions or alignment of any part of the works, the supplier, on being required to do so by the industrial architect or his/her representative, shall, at his/her own cost, rectify such error to the satisfaction of the industrial architect or his/her representative, unless such an error is based on incorrect data			Ex. I+II 9.2+3 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		supplied in writing by the industrial architect or his/her representative or as a result of default by another supplier, not being a subcontractor/supplier to the supplier, in which case the cost of rectifying the same will be borne by the client. The checking of any setting out or of any line or level by the industrial architect or his representative shall not in any way relieve the supplier of his/her responsibility for the accuracy thereof. The supplier shall carefully protect and preserve bench marks, sight rails, pegs and other things used in setting out the works.			
	9.3 The supplier shall employ competent representatives to work in the capacities specified in Annex .... of this contract to superintend the carrying out of the works on the site. The supplier shall inform the client in writing of the names of the said representatives.	9.3(a) The supplier shall employ one or more competent representatives, one of which will be designated the representative of the supplier pursuant to Clause 4, subparagraph 6, whose name or names shall have previously been communicated in writing to the industrial architect, to carry out the works.			
	9.4 The supplier shall, at his/her own expense, provide all and any the testing equipment required to verify the conformity of the works with the contract.	9.4 Except to the extent specified in this contract, the supplier shall, at his/her own expense, provide all the supplier's equipment, haulage and power necessary to execute and complete the works.			Ex. I 9.4 ECE/188 B Ex. II 9.4 FIDIC + ID/WG/400/2

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	9.5 The supplier shall be responsible for the organization and supervision of the proper fencing, lighting, guarding and watching of all the works on the site until taken over and for the proper provision during a like period of temporary roadways, footways, guards and fences as far as the same may be rendered necessary by reason of the works for the accommodation and protection of the owners and occupiers of adjacent property, the public and others. The supplier shall be responsible for the formulation and enforcement of safety regulations applicable to the assembly, erection and installation of the products and the additional equipment.	9.5 The supplier shall be responsible for the proper fencing, lighting, guarding and watching of all the works on the site until taken over and for the proper provision during a like period of temporary roadways, footways, guards and fences as far as the same may be rendered necessary by reason of the works for the accommodation and protection of the owners and occupiers of adjacent property, the public and others. No naked light shall be used by the supplier on the site otherwise than in the open air without specific permission in writing from the industrial architect.			Ex. I+II FIDIC 9.5, 6, 7, 8, 9, 11+12
	9.6 The supplier shall be entitled to use for the purpose of the works such supplies of electricity, water and gas as may be available therefor on the site and of which details are given in Annex..... and shall, at his/her own expense, provide any apparatus necessary for such use and shall pay to the client for such use such sum as may be reasonable in the circumstances.				
	9.7 The supplier shall adhere to the order of procedure and method stated in the program submitted by him/her to the client pursuant to Clause 6 subparagraph 2(b) unless he/she obtains the client's written permission.	9.7(a) After submission to and approval by the industrial architect of the program referred to in Clause 6 subparagraph 2(b) the supplier shall adhere to the order of procedure and method stated therein unless he/she obtains the written permission of the industrial architect to vary such order or method (which permission shall not be unreasonably withheld). (b) If at any time it should appear to the industrial architect that the actual progress of the works does not conform to the program, the supplier shall produce, at the written request of the industrial architect, a revised program showing the modifications to the approved program necessary to ensure completion of the works within the time for completion specified in Annex..... of this contract.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	9.8 The supplier shall submit to the client for approval, within the times specified in the program to be furnished by the supplier pursuant to Clause 6 such drawings, samples, patterns and models as may be called for therein. If, within the times specified in the said program, the client fails to signify his/her approval or otherwise of the said drawings, samples, patterns and models, the same shall be deemed to have been approved by the client. If the client does not approve the said drawings, samples, patterns or models the same shall forthwith be modified to meet the reasonable requirements of the client and the said modified drawings, patterns, samples and models shall be re-submitted to the client for approval. Approved drawings shall be signed by the client and shall not be departed from save as provided in Clause 20 (Variations).	9.8 (a)The supplier shall submit to the industrial architect for approval: i) within the times given in the program to be provided under Clause 6, such drawings, samples, patterns and models as may be called for therein and in the numbers therein required; ii) during the progress of the works within such reasonable times as the industrial architect may require such drawings of the general arrangement and details of the works as the industrial architect may reasonably require, provided that the supplier shall not be under any obligation to supply copies of shop drawings. Within the times given in the program after receiving such drawings, samples, patterns and models, the industrial architect shall signify his/her approval or otherwise and, if no time is therein stated, if the industrial architect fails to signify his/her approval or otherwise within ... days they shall be deemed to be approved. The supplier shall supply additional copies of approved drawings in accordance with the details set out in the said program. If the industrial architect shall not approve any drawing, sample, pattern or model so provided the same shall be forthwith modified to meet the reasonable requirements of the industrial architect and shall be resubmitted. Approved drawings shall be signed or otherwise identified by the industrial architect.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	
		(b) Drawings approved as above described shall not be departed from except as provided in Clause (Variations). (c) The industrial architect shall have the right at all reasonable times to inspect at the premises of the supplier all drawings of any portion of the works.			
	9.9 The supplier shall proceed with the works in accordance with the specifications and the program submitted by him/her and approved by the client in such a manner as to complete the works within the times specified in Annex..... of this contract and so as to ensure the completed works' conformity with the contract.	9.9 The supplier shall proceed with the works in accordance with the decisions, instructions and orders given by the industrial architect in accordance with this contract provided always that: (a) if the supplier shall, without undue delay after being given any decision, instruction or order otherwise than in writing, require it to be confirmed in writing, such decision, instruction or order shall not be effective until written confirmation thereof has been received by the supplier; and, (b) if the supplier shall, by written notice to the industrial architect within ... days after receiving any decision, instruction or order of the industrial architect in writing or written confirmation thereof, dispute or question the decision, instruction or order, giving his/her reasons for so doing, the matter shall be referred to the industrial architect who shall within a further period of ...days by notice in writing, with reasons therefor, to the supplier and the client, confirm, reverse or vary such decision.		Add.9 The supplier shall give to the client's employees, the number of whom is specified in Annex of this contract, the instruction and training detailed in the said Annex for the periods specified therein.	Add. ECE/188 B

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	9.10 The supplier shall ensure the co-ordination of all the products and additional equipment and, as regards the inspections, tests and trials of the works in their operational form, he/she shall be responsible for the performance of the products and the additional equipment. 9.11 The supplier shall, in the manufacture of the products and in the execution of work on site, observe, comply with and be bound by the laws of the country of manufacture concerning the manufacture of the products and the laws of the country where the products are to be erected so far as such laws concern the manufacture, erection and operation of the works. 9.12 The supplier shall, in all matters arising in the performance of the contract, conform in all respects with the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority that shall affect the supplier in the performance of his/her obligations under the contract, and shall keep the client indemnified against all penalties and liability of every kind for breach of any such statute, ordinance, law, regulation or bye-law.				Ex. I+II 10+13 ID/WG.400/2
ADDITIONAL EQUIPMENT N	10.1 The client shall purchase and arrange the delivery to the site of the additional equipment specified in Appendix..... of this contract and the same shall be delivered to the site within the dates specified in the said Appendix..... The said additional equipment will conform with the requirements of the specifications and other information furnished by the supplier under Clause 6 and subparagraph 2(a) hereof. 10.2 On its delivery the supplier shall become responsible for the additional equipment, for its assembly, erection and installation as though the same were included amongst the products.				Ex. I 10 ID/WG.400/2

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
SUPPLY OF INSTALLATION EQUIPMENT N	11.1 The client shall, at his/her own expense, furnish the installation equipment which the supplier has specified as necessary and listed in Appendix ..... The client shall arrange for the delivery of the said installation equipment to the site within the dates specified therefor in the said Appendix.	11.1 The client shall, at his/her own expense, furnish the installation equipment specified in Annex of this contract to the supplier. The client shall arrange for the delivery of the said installation equipment to the site within the dates specified therefor in the said Annex.			Ex. I 11 ID/WG.400/2 +FIDIC Ex. II 11.1+2 ID/WG.400/2 + FIDIC
				Add.11 The client shall at the request of the supplier and for the execution of the works operate any suitable lifting equipment belonging to the client that may be available on the site and of which details are given in Appendix of this contract and the supplier shall pay a reasonable sum therefor. The client shall during such operation retain contral of and be responsible for the safe working of the lifting equipment but shall not be responsible for any negligence of the supplier.	Add.11 FIDIC
	11.2 The supplier shall provide himself/herself with all the test apparatus necessary to carry out quality and performance tests.	11.2 The supplier shall provide him/herself with all the installation equipment necessary in addition to that specified in the said Annex of this contract. The supplier shall also provide all the test apparatus necessary for quality and performance tests.			
		11.3 The client shall pay to the supplier, in addition to the contract price for the works an additional amount being rent for the installation equipment to be provided by the supplier calculated in accordance with Appendix of this contract.	11.3 The cost of the said installation equipment to be provided by the supplier shall be borne by him and the same has been taken into account in fixing the contract price.		Ex. II 11.3 CMEA
STAFFING OF WORKS N	12.1 The supplier shall provide the services of skilled personnel to work in the capacities specified in Annex .... of this contract, to give the client the necessary instructions for the commissioning of the additional equipment and for the assembly, erection and installation of the products and the additional equipment and to supervise the manner in which the said instructions are being carried out. The actual assembly, erection and installation of the products and the additional equipment shall be carried out by the client under the instructions and supervision of the supplier. The client shall, at his/her own expense, provide the skilled and unskilled staff necessary for the said assembly, erection and installation.	12.1 The supplier shall at his/her own expense provide all the skilled and unskilled staff necessary for the carrying out of the works and shall make his/her own arrangements for the transport, housing, fencing and payment of the same.	12.1 The supplier shall provide the skilled labour necessary to work in the capacities specified in Annex of this contract. The client shall provide the staff detailed in Appendix hereof. The client shall be responsible for the payment, transport, housing and feeding of the said staff to be provided by him but in all other respects the said staff shall be deemed the supplier's employees.		Ex. I 12 ECE/188 B Ex. II 12 FIDIC Ex. III 12 ID/WG.440/2

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	12.2 The staff, whether provided by the supplier or the client, shall arrive on the site in sufficient time to receive or supervise, as the case may be, the delivery of the products and additional equipment to the site of the works. 12.3 Either party shall be at liberty, by notice in writing to the other party, to object to any representative or person employed by such other party in the execution of or otherwise about the works who shall, in the opinion of the objecting party, misconduct himself/herself or be incompetent or negligent, and the other, employing party shall remove such a person from the works.	12.3 The industrial architect shall be at liberty, by notice in writing to the supplier, to object to any representative or person employed by the supplier in the execution of or otherwise about the works who shall, in the opinion of the industrial architect misconduct him/herself or be incompetent or negligent, and the supplier shall remove such a person from the works. 12.4 The supplier shall, if required by the industrial architect, deliver to the industrial architect a detailed return, in such form as the latter may direct, showing the numbers of the several classes of staff from time to time employed by the supplier on the site.		Add.12 If the supplier so requires in good time, the client shall make available to the supplier free of charge such skilled and unskilled staff as is specified in Annex hereof and, within reasonable limits any additional unskilled personnel required, even if not provided for in the said Annex hereof.	
SUB-CONTRACTS R	13.1 The supplier shall not sub-contract the whole of the works. The supplier may sub-contract parts of the works.	13.1 The supplier shall not subcontract the whole of the works but may subcontract those parts of the works specified in Annex of this contract.	13.1 The supplier may sub-contract the whole or parts of the works.		Ex. I 13 UNCITRAL Ex. II 13 FIDIC Ex. III 13 UNCITRAL

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		13.2 The supplier shall be entitled to subcontract any part of the works specified in the said Appendix to a subcontractor nominated by the industrial architect, only, provided that the supplier shall not be obliged to employ any subcontractor nominated by the industrial architect against whom he/she raises a reasonable objection or who declines to undertake and to indemnify the supplier with respect to the same obligations and liabilities arising from the sub-contracted work as the supplier owes to the client, and to indemnify the supplier against negligence or to insure the supplier's equipment.	13.2 The supplier shall not sub-contract the whole or any part of the works without the prior written consent of the client both as regards the portion of the works to be subcontracted and the person proposed by the supplier to carry out the said works.		
	13.3 The sub-contracting of works by the supplier shall not relieve the supplier of any liability or obligation under this contract and he/she shall be responsible for the acts, defaults, and neglects of the sub-contractor as if they were the acts, defaults or neglects of the supplier, his/her servants or agents.	13.3 The nomination of a subcontractor by the industrial architect shall not relieve the supplier from any liability or obligation under the contract and he/she shall be responsible for the acts, defaults and neglects of the subcontractor as if they were the acts, defaults or neglects of the supplier, his/her servants or agents.	13.3 The said consent of the client, if given, shall not relieve the supplier of any liability or obligation under this contract and he shall be responsible for the acts, defaults and neglects of the sub-contractor as if they were the acts, defaults or neglects of the supplier, his servants or agents.		
PERFORMANCE SECURITY 0	14.1 Within 30 days of the signing of this contract the supplier shall furnish performance security to the client in the amount of ..... The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the supplier's failure to complete his/her obligations under this contract.	14.1 Within 30 days of the signing of this contract the supplier shall furnish to the client a performance guarantee by one of the persons or firms listed in Appendix of this contract securing to the client: (a) performance by the said guarantor or by a supplier of his/her choice of all and any the incomplete or defective works and obligations for which the supplier is liable under this contract, including the quality guarantee obligations, and			Ex. I 14 FIDIC Ex. II 14 UNCITRAL

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		(b) the payment of compensation to the client of any and all loss, damage and expense suffered by the client by reason of the said incomplete or defective works or performance of the supplier's obligations provided that the value of the said performance guarantee shall not exceed.....			
	14.2 The performance security shall be denominated in the currency of the contract or in another freely convertible currency acceptable to the purchaser and shall be in one of the following terms: (a) A bank guarantee or irrevocable letter of credit, issued by a bank located in the purchaser's country or abroad acceptable to the purchaser and in the form acceptable to the client; or (b) A cashier's cheque, certified cheque, or cash. 14.3 The performance security will be discharged by the client not later than 30 days following the date of completion of the supplier's performance of his/her obligations, including quality guarantee obligations, under this contract.	14.2 The performance guarantee will be discharged by the client not later than 30 days following the date of completion of the supplier's obligations, including quality guarantee obligations, uner this contract.			150
INSURANCE R	15.1 The supplier shall, in the joint names of the client and the supplier, insure so far as reasonably practicable the works and keep each part thereof insured for the contract price against all loss or damage from whatever cause arising, other than the excepted risks, from the date of shipment of the products or the additional products whichever is the earlier, until they are taken over by the client. The supplier shall so far as reasonably practicable insure against the supplier's liability in respect of any loss or damage occurring whilst the supplier is on site for the purpose of making good a defect or carrying out the tests on completion or for the purpose of completing any outstanding work and against any loss or damage arising during the guarantee period from a cause occuring prior to taking over for the sum of				Ex. I FIDIC 15

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	15.2 Such insurances shall be effected with an insurer and in terms to be approved by the client (such approval not to be unreasonably withheld) and the supplier shall from time to time, when so required by the client produce the policy and receipts for the premium or premiums or satisfactory evidence of insurance cover. All monies received under any such policy shall be applied in or towards the replacement and repair of the works lost, damaged or destroyed but this provision shall not affect the supplier's liabilities under the contract. 15.3 The supplier shall, prior to the commencement of any work on the site by the supplier pursuant to the contract, insure against his/her liability for damage or injury occurring before all the works have been taken over to any person (including any employee of the client) or to any property including the property of the client (other than property forming part of the works) due to or arising out of the execution of the works. Such insurance shall be effected for an amount of ..... with an insurer and in terms to be approved by the client (such approval not to be unreasonably withheld), and the supplier shall from time to time when so required by the client produce the policy and the receipts for the premiums or satisfactory evidence of insurance cover. The terms of the policy shall include a provision whereby, in the event of any claim being made against the client in respect of which the supplier would be entitled to indemnity under the policy, the insurer will indemnify the client against such claims and any costs, charges and expenses in respect thereof. 15.4 The supplier shall insure and shall maintain insurance against his/her liability under Clause 29 (Liability for Personal Injury and Damage to Property) and shall from time to time when so required by the client produce the policy and the receipts for the premiums or satisfactory evidence of insurance cover. The terms of any such policy shall also include the provision to indemnify the client mentioned in subparagraph 3 of this Clause. Provided always that in respect of any persons employed by any subcontractor, the supplier's obligation under this subparagraph shall be satisfied if the sub-contractor produces to the client, when required, the policy, the receipt for the premiums or satisfactory evidence of insurance cover. 15.5 If the supplier shall fail to effect and keep in force the insurances referred to in this contract the client may effect and				

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the client from any monies due or which may become due to the supplier under the contract or recover the sum as a debt from the supplier. 15.6 In addition, the supplier shall insure, in respect of the same risks and for the same period as is provided in subparagraph 1 of this Clause, the installation equipment, whether provided by the supplier or the client, to the replacement value of the said equipment.	16.1 If by reason of:- (a) extra or additional work; or (b) exceptional adverse weather conditions unforeseen at the time the contract was signed; or (c) client's instructions beyond those specified in this contract; or (d) the failure of the client to obtain any required import licence or permit or the failure of the client to fulfil any of his/her obligations under the contract; or (e) delay by any other supplier engaged by the client; or (f) any industrial dispute; or (g) any cause, except as may otherwise be provided for in this contract, beyond the reasonable control of the supplier the supplier shall have been delayed or impeded in the completion of the works, whether such delay or impediment occur before or after the time or extended time fixed for completion, provided that the supplier shall without delay have given notice in writing of his/her claim for an extension of time to the client or the industrial architect, the industrial architect shall, on receipt of such notice and supporting detailed particulars of the claim, grant the supplier from time to time in writing either prospectively or retrospectively such extension of the time fixed in Annex of this contract for the completion of the works as may be justified. Any delay on the part of a subcontractor which prevents the supplier from completing the works within the time fixed by this contract shall			
DELAY IN THE SUPPLIER'S PERFORMANCE N	16.1 Should a delay in the completion of the works by the supplier be caused by any of the circumstances mentioned in Clause 37 hereof (Force Majeure) or by any act or omission of the client and whether such cause occur before or after the time or extended time for completion, there shall be granted, subject to the provisions of this Clause, such extension of the completion period as is reasonable having regard to all the circumstances of the case.				Ex. I 16.1 ECE/188 A

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		entitle the supplier to an extension thereof if such delay was due to any cause for which the supplier him/herself would have been entitled to an extension under this Clause.			
	16.2 If the supplier fails to complete the works within the time for completion provided in Annex ..... of this contract or within any extension thereof granted under subparagraph 1 of this Clause, the client shall be entitled, or giving to the supplier within a reasonable time notice in writing, to claim a reduction in the price payable under the contract, unless it can be reasonably concluded from the circumstances of the particular case that the client has suffered no loss. Such reduction shall be equal to .... percent of the price payable under the contract for the erection of such part of the works as could not be put to the use intended owing to delay in completion. It shall be calculated for each complete week of delay commencing on the due date of completion but shall not exceed an amount of ....(OR, 75 per cent of the price payable under the contract for the erection of such part of the plant as cannot be used as intended owing to delay in completion). Such reduction shall be allowed when a payment becomes due on or after completion. Save as provided in subparagraph 4 hereof the said reduction shall be to the exclusion of any other remedy of the client in respect of the erector's failure to complete as aforesaid.				Ex. II 16.2 FIDIC Ex. I 16.2, 3+4 ECE/188 D + FIDIC
	16.3 If the time for completion mentioned in Annex..... is an estimate only, either party may after the expiration of two-thirds of such esitmated time require the other party in writing to agree a fixed time. If the parties fail to agree, either party may have recourse to arbitration, in accordance with the provisions of this contract to determine a reasonable time for completion and the time so determined shall be deemed to be the fixed time for completion provided for in the contract and subparagraph 2 hereof shall apply accordingly.				Ex. I 16.3, 4 ECE/188 A +5

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	16.4 If any portion of the work in respect of which the client has become entitled to the maximum reduction provided for in subparagraph 2 or in respect of which he would have been so entitled had he/she given the notice referred to therein, remains uncompleted, the client may by notice in writing to the supplier require him/her to complete and by such last-mentioned notice fix a final time for completion which shall be reasonable taking into account such delay as has already occurred. If for any cause other than one for which the client or some other supplier, contractor, builder or erector employed by him/her is responsible, the supplier fails to complete within such time, the client shall be entitled by notice in writing to the supplier to terminate the contract in respect of such portion of the work and thereupon to recover from the supplier any loss sufferred by the client by reason of the failure of the supplier as aforesaid up to an amount not exceeding the sum of ..... (OR, an amount equal to 75 per cent of the price payable under the contract for the erection of such part of the plant as cannot be used as intended owing to delay in completion).	16.5 If for any reason, which does not entitle the supplier to an extension of time, the rate of progress of the works or any section is at any time, in the reasonable opinion of the industrial architect too slow to ensure completion by the time for completion provided by this contract, the industrial architect shall so notify the supplier in writing and the supplier shall thereupon take such steps as are necessary and the industrial architect may approve to expedite progress so as to complete the works or such section by the time for completion. The supplier shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the industrial architect under this subparagraph, the supplier shall seek the industrial architect's permission to do any work at night or on Sundays, if locally recognized as days of rest, or their locally			Ex. II 16.5 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE

		recognized equivalent, such permission shall not be unreasonably refused.			
DELIVERY OF THE PRODUCTS AND THE ADDITIONAL AND OTHER EQUIPMENT R	17.1 The products, additional equipment, installation equipment and supplier's equipment shall be delivered to the site in accordance with the delivery schedule detailed in Appendix ..... of this contract	17.1 Unless the industrial architect shall otherwise direct, no products or additional equipment shall be delivered to the site until the industrial architect shall have issued in respect of the said products and additional equipment, a certificate under Clause 5 hereof (Certificate of Testing). Likewise, installation equipment or supplier's equipment shall be delivered to the site only upon an authorization in writing applied for and obtained by the supplier from the industrial architect.			Ex. I+II 17 FIDIC
	17.2 The supplier shall be responsible for the delivery of the products and the client shall be responsible for the delivery of the additional equipment. The supplier shall be responsible for the reception on site of all the products, additional equipment, installation equipment and supplier's equipment.				
DELAYS IN DELIVERY OCCASIONED BY THE CLIENT O	18.1 If the client fails to accept delivery of the products on the due date he/she shall nevertheless make any payment conditioned upon delivery as if the products and/or other equipment had beendelivered. The supplier shall arrange for the storage of the said products and/or other equipment at the risk and cost of the client. If required by the client, the supplier shall issue the products and/or other equipment at the cost of the client. Provided that if the delay in accepting delivery is due to one of the circumstances mentioned in Clause 37 (Force Majeure), and the supplier is in a position to store the said products and/or other equipment in his/her own premises without prejudice to his/her business, the cost of storing them shall not be borne by the client.	18.1 For the purposes of this Clause only: "delayed products" means either (a) products, additional equipment, installation equipment and supplier's equipment which by delay or failure on the part of the industrial architect to give such authorisation as is mentioned in Clause 17 of this contract or from any cause from which the client or some other supplier employed by him/her is responsible the supplier is prevented from delivering to the site at the time specified for the delivery thereof or, if no time is specified, at the time when it is reasonable for it to be delivered having regard to the date by which the works ought to be completed;			Ex. I 18 ECE/188 A Ex. II 18 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		or (b) products, additional equipment, installation equipment and supplier's equipment which have been delivered to the site but which by delay or failure on the part of the industrial architect or from any cause for which the supplier is not responsible the supplier is for the time being prevented from assembling, erecting or installing. "Normal delivery date" means the time when but for such delay, failure or other cause as aforesaid delayed products would have been delivered to the site. "notice to proceed" means notice in writing from the industrial architect to the supplier that delayed products may forthwith be delivered to the site or (as the case may be) assembled, erected or installed.			
	18.2 Unless the failure of the client is due to any of the circumstances mentioned in Clause 37 (Force Majeure), the supplier may require the client by notice in writing to accept delivery within a reasonable time. If the client fails for any reason whatsoever to do so within a reasonable time, the supplier shall be entitled by notice in writing to the client to terminate the contract in respect of such portion of the products and/or other equipment as is by reason of the failure of the client aforesaid not delivered and thereupon to recover from the purchaser any loss suffered by reason of such failure up to an amount not exceeding ..... (or, that part of the price payable under the contract which is directly attributable to such portion of the products and/or other equipment.	18.2 If delayed products are ready for delivery and have been suitably and sufficiently marked as appropriated to the contract and the supplier has given to the industrial architect an opportunity of inspecting them or if delayed products have been delivered to the site, the supplier may give notice in writing to the client and the industrial architect requiring that the provisions of subparagraph 3 of this Clause shall have effect with respect to such delayed products. 18.3 Where notice has been given in accordance with subparagraph 2 on this Clause:- (a) There shall be included in the contract price a sum, ascertained and determined in like manner to the valuation of			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		variations under Clause 20 (Variations) for storing and taking reasonable measures to protect and preserve the delayed products from and insuring them (to the extent that they can be insured) against loss, deterioration and damage however caused from the date of the said notice, or the normal delivery date if this shall be later, until the supplier shall no longer be prevented from delivering the delayed products or (as the case may be), assembling, erecting or installing them or shall be relieved of responsibility therefor under subpararagraph 4 of this Clause whichever shall first happen. (b) The supplier shall after one month from the normal delivery date or from the date of the said notice (whichever shall be later) be entitled to have the contract price of the delayed products included in an interim certificate. (c) If at the expiration of six months from the normal delivery date or from the date of the said notice (whichever shall be the later) the supplier shall still be prevented from delivering the delayed products to the site, or (as the case may be) from assembling, erecting or installing, the industrial architect shall, on the application of the supplier, certify accordingly and within one month from the presentation of such certificate the supplier shall be entitled to be paid 95 per cent of the contract price of the delayed products less any sum previously paid to him/her in respect thereof.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		(d) If at the expiration of 12 months from the normal delivery date or from the date of the said notice (whichever shall be the later) the supplier shall still be prevented from delivering the delayed products to the site, or (as the case may be) from assembling, erecting or installing, the industrial architect shall, on the application of the supplier, certify accordingly and within one month from the presentation of such certificate the supplier shall be entitled to be paid 100% of the contract price of the delayed products less any sum previously paid to him/her in respect thereof subject to the supplier having furnished to the client, if so required by the client, a guarantee acceptable to the client for the repayment of per cent of the contract price of the delayed products to secure the obligations of the supplier in respect of the delayed products until the expiration of the guarantee period in respect thereof or the expiration of three years from the normal delivery date whichever shall be the first to expire provided always that, if notice to proceed shall be given to the supplier prior to the expiration of the said period of 12 months, this article of this subparagraph shall not operate. (e) Without prejudice to the provisions of Clause 22 (Tests on Completion), the obligations of the supplier under that Clause with respect to delayed products shall not apply			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		to any defect that may develop therein after the expiration of three years from the date of the said notice referred to in subparagraph 2 of this Clause or from the normal delivery date if this shall be later. 18.4 The client may at any time after receipt of the notice referred to in subparagraph 2 of this Clause assume responsibility for storing, protecting and preserving the delayed products. If at any time after the expiration of 12 months from the date of the said notice or at any time after the delayed products have been delivered to the site the client shall not have assumed such responsibility the supplier may by a further notice in writing expiring 30 days after receipt thereof by the client require the client to assume the responsibility aforesaid and upon the expiration of the last mentioned notice the client shall assume such responsibility provided always that, if notice to proceed shall be given within 30 days after receipt by the client of the last mentioned notice given by the supplier, this subparagraph of this Clause shall not operate. As and when the client assumes the responsibility aforesaid the supplier shall thereupon be relieved of any responsibility for the delayed products until either the expiration of 30 days after the receipt of a notice to proceed or the supplier having received the notice to proceed resumes possession of the said delayed products, whichever shall first occur.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		18.5 After receipt of notice to proceed the supplier shall, after due notice in writing to the industrial architect and if required by the industrial architect in his/her presence, examine the delayed products and any product or additional equipment on the site which has been erected but not taken over under Clause 23 (Taking over) by reason of delay in the delivery or erection of the delayed products, and make good any deterioration or defect therein that may have developed or loss thereof that may have occurred after the normal delivery date or (if later) the date when the supplier was by such delay, failure or other cause as before-mentioned first prevented from erecting the delayed products. 18.6 There shall be included in the contract price a reasonable sum for making the examination referred to in subparagraph 5 hereof and in making good any deterioration, defect or loss as therein mentioned except insofar as the same was caused by faulty worksmanship or materials or by the supplier's failure to take the measures referred to in paragraph (a) of subparagraph 3 of this Clause. If the supplier incurs additional expense in delivering the delayed products to the site or in erecting the same or any other products or additional equipment or in carrying out the tests on completion or in performing his/her obligations under Clause 28 (Guarantee)			

		which would not have been incurred had the delivery or erection of the delayed products not been prevented as aforesaid the client shall pay a reasonable sum in respect thereof which shall be included in the contract price. 18.7 For the purposes of this Clause "contract price" means that part of the price agreed for the works which is referrable to the sale and delivery of the products.			
INTERRUPTION OF WORK R	19.1 If the work is interrupted for a cause for which the supplier is not responsible:- (a) the client is entitled to send home the supplier's staff but in this case the client shall pay the expenses resulting therefrom; (b) the supplier is entitled to recall his staff at the expense of the client if the interruption of the work exceeds ..... days/weeks; (c) if the supplier's staff is sent home or recalled, the contract is not terminated and its performance is merely suspended until the client has required the return of the supplier's staff to the site by giving at least one month's notice thereof.	19.1 The supplier shall, on the written order of the industrial architect, suspend the progress of the works or any part thereof for such time and in such manner as the industrial architect may consider necessary and shall, during such suspension, properly protect and secure the works so far as is necessary in the opinion of the industrial architect. The extra cost, including that occasioned by the subsequent resumption of work, incurred by the supplier in giving effect to the industrial architect's instructions under this Clause shall be borne and paid by the client unless such suspension is:- (a) necessary by reason of some default on the part of the supplier, or (b) necessary by reason of normal climatic conditions on the site, or (c) necessary for the proper execution of the works or for the safety of the works in so far as such necessity does not arise from any act or default by the industrial architect or the client or from any of the excepted risks.		Ex. I 19 ECE/188 A Ex. II 19 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		Provided that the supplier shall not be entitled to recover any such extra cost unless within days after receipt of the order to suspend progress of the works he/she gives to the industrial architect notice in writing of his/her intention to make such a claim. 19.2 If the works or any portion thereof are suspended as aforesaid by the industrial architect before the products or a portion thereof have been delivered to site and the suspension exceeds three months and the supplier has sufficiently and suitably marked the products as the client's property and insurance has been effected in accordance with Clause 15 hereof (the provisions of which said Clause shall thereafter until actual delivery to the site apply as if the products or such portion thereof was for the time being upon the site) then the supplier shall be entitled to have the contract price thereof included in an interim certificate on the expiration of the said three months or at the time when, but for such suspension, the products or such portion thereof would have been delivered, whichever is the later: Provided that this subparagraph shall not apply if the suspension is within articles (a), (b) or (c) of subparagraph 1 of this Clause and, further, provided that the contract price of any products that according to the decision of the industrial architect are defective or lack conformity shall not be included in such a certificate.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		19.3 If the progress of the works or any section thereof is suspended pursuant to subparagraph 1 of this Clause and if permission to resume work is not given within ....days after the date of suspension then, unless the suspension is within articles (a), (b) or (c) of subparagraph 1 of this Clause, the supplier may serve notice on the industrial architect requiring permission within days after receipt thereof to proceed with the works or section thereof, which have been suspended. If such permission is not granted within that time the supplier may, by further notice in writing to the industrial architect elect or treat the suspension, where it affects a section of the works, as an omission of such section under Clause 20 (Variations) or where the suspension affects the whole of the works, as an abandonment of the contract by the client.		Add.19 This clause is subject to the following condition:- (a) There the suspension arises from any of the excepted risks then the provisions of Clause (Force Majeure) shall apply thereto. (b) Where the suspension is made necessary by reason of some default on the part of the supplier then the provisions of Clause 16 subparagraphs 2, 3 and 4, with all necessary adaptations, shall apply as though such a suspension were a delay in completion occasioned by the supplier.	Add.19 ECE/188 D
VARIATIONS N	20.1 The supplier shall not alter, amend, omit, add to or otherwise vary any of the works without the written consent or direction of the client.	20.1 The supplier shall not alter any of the works except as directed in writing by the industrial architect. The industrial architect shall have full power, subject to the proviso hereinafter contained, from time to time during the execution of the contract by notice in writing to direct the supplier to alter, amend, omit, add to or otherwise vary any of the works. The supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the specifications. Provided			Ex. I+II

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		that no such variation shall, except with the consent in writing of the supplier and the client, be such as will, with any variations already directed to be made, involve a net addition to or deduction from the contract price of more than 15 per cent thereof. In any case in which the supplier has received any direction from the industrial architect which either then or later will, in the opinion of the supplier, involve an addition to or deduction to the contract price the supplier shall as soon as reasonably possible and, where practicable, before proceeding therewith, advise the industrial architect in writing to that effect. The amount to be added to or deducted from the contract price shall be ascertained and shall be such sum as is reasonable in the circumstances (or, shall be determined in accordance with the rates specified in Appendix). Due account shall be taken of any partial execution of the works which is rendered useless by any such variation.			
	20.2 In any case in which the supplier is of the opinion that an alteration, amendment, omission, addition to or other variation of the works, whether desired by the supplier or by the client, will involve an addition to or deduction from the contract price or a delay in the supplier's performance, the supplier shall, as soon as possible, before proceeding therewith, advise the client in writing to that effect. The sum to be added or deducted from the contract and/or the delay in the supplier's performance shall be ascertained and the supplier will not carry out the said alteration, amendment, omission, addition to or other variation without the express written consent of the client to the alteration in the contract price and/or the date for completion of the works.	20.2 If the industrial architect shall make any variation in any part of the works such reasonable notice in writing shall be given to the supplier as will enable him/her to make his/her arrangements accordingly. In cases where products already manufactured or in the course of manufacture, or any work done or drawings or patterns made require to be altered, a reasonable sum in respect thereof shall be allowed by the industrial architect. If, in the opinion of the supplier, any variation is likely to prevent or prejudice the			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		supplier from or in fulfilling any of his/her obligations under the contract, he/she shall notify the industrial architect thereof in writing and the industrial architect shall decide forthwith whether or not the same shall be carried out. If the industrial architect confirms his/her instructions in writing the said obligations shall be modified to such an extent as may be justified. Until the industrial architect so confirms his/her instructions they shall be deemed not to have been given.			
	20.3 Any such alteration, amendment, omission, addition to or other variation carried out by the supplier shall be subject to the same conditions, so far as applicable, as though the said variations were stated in the specifications.	20.3 On receipt of the industrial architect's confirmation of instructions in respect of any variation the supplier shall immediately proceed to carry out such instructions unless the supplier has notified the industrial architect that in his/her opinion the variation will involve a net addition to or deduction from the contract of more than 15 per cent. The work shall not, without the consent of the industrial architect, be delayed pending agreement on price (such consent not to be unreasonably withheld).			
	20.4 This Clause shall apply in respect of a variation in the products to be delivered only in so far as Clause 7 hereof does not so apply.	20.4 The supplier shall send to the industrial architect once in every month, an account giving particulars (as full and detailed as possible) of all claims for any additional payment to which the supplier may consider him/herself entitled and of all extra or additional work ordered by the industrial architect which he/she has executed during the preceding month. No claim for payment (interim or final) will be considered unless included in such account.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		20.5 If, with the consent in writing of the supplier and the client the total value of all variations ordered under the provisions of this Clause exceeds 15 per cent of the total contract price, the contract price shall be amended by such sum as shall be agreed upon between the industrial architect and the supplier. In the event of disagreement the industrial architect shall fix such sum as shall in his/her opinion be reasonable and proper, having regard to all material and relevant fators including the supplier's costs and overheads.			
DEFECTS APPARENT BEFORE TAKING OVER R	21.1 Any defects or non-conformity in the works or section thereof becoming apparent before the works are taken over by the client shall be made good by the supplier with all speed and at the supplier's cost. Should the supplier fail to fulfil his/her obligations under this Clause the client shall be entitled to implement the provisions of Clause 28 as though the said defective or non-conforming works or part thereof were the subject of the guarantee.	21. If, in respect of any section or portion of the works not yet taken over, the industrial architect shall at any time: (a) decide that any work done or products supplied or materials used by the supplier or any subcontractor is or are defective or fail to comply with the contract, or that such section or portion of the works is defective or does not comply with the contract (all such matters being hereinafter in this Clause called 'defects') and (b) as soon as reasonably practicable give to the supplier notice in writing of the said decision specifying particulars of the defects alleged and of where the same are alleged to exist or to have occurred, and (c) so far as may be necessary place the site at the supplier's disposal,			Ex. 1+II 21 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		then the supplier shall with all speed and at his/her own expense, make good the defects so specified. In case the supplier shall fail so to do the client may, provided he/she does so without undue delay, take, at the cost of the supplier, such steps as may in all the circumstances be reasonable to make good such defects. All products provided by the client to replace defective products shall comply with the contract and shall be obtained at reasonable prices and where reasonably practicable, under competitive conditions. The supplier shall be entitled to remove and retain all products that the client may have replaced at the supplier's cost. Nothing contained in this Clause shall affect any claim by the client under Clause N16 (Delay in the Supplier's Performance).			
TESTS ON COMPLETION N	22.1 On completion of the works tests will be carried out to ascertain and investigate the quality of the works, proper performance and operation and their conformity to this contract.				Ex. I 22 ECE/188 A + ID/WG.400/2
	22.2 The supplier shall notify the client of when the works will be ready for the carrying out of tests on completion and such notification will be given in sufficient time to enable the client to make the necessary arrangements.	22.2 The supplier shall give the industrial architect, with a copy to the client, 21 days' notice in writing of the date after which he/she will be ready to make the tests on completion. Unless otherwise agreed the tests shall take place within 10 days after the said date on such day or days as the industrial architect shall notify the supplier in writing.			Ex. II 22 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	22.3 The tests shall be carried out in the presence of both parties on the date fixed by agreement between the supplier and the client. Should the client fail to attend the said tests or fail to agree a date therefor, the supplier shall carry out the said tests, the works shall be deemed accepted and taken over by the client and the guarantee period shall commence to run on a written notice to the effect being given by the supplier. Save as herein provided no acceptance or taking over will be deemed in the absence of the said tests.	22.3 (a) If the industrial architect fails to appoint a time after having been asked so to do or to attend at any time or place duly appointed for making the said tests the supplier shall be entitled to proceed in his/her absence and the said tests shall be deemed to have been made in the presence of the industrial architect and the results of the tests shall be accepted as accurate. (b) If in the opinion of the industrial architect the tests are being unduly delayed he/she may by notice in writing, call upon the supplier to make such tests within 21 days from the receipt of the said notice, and the supplier shall make the said tests on such days within the said 21 days as the supplier may fix and of which he/she shall give notice to the industrial architect. If the supplier fails to make such tests within the time aforesaid the industrial architect may him/herself proceed to make the tests. All tests so made by the industrial architect shall be at the risk and expense of the supplier unless the suppler shall establish that the tests were not being unduly delayed in which case tests so made shall be at the risk and expense of the client.			
	22.4 The supplier shall provide free of charge all the labour, materials, electricity, fuel, water, stores and apparatus as may be required to carry out such tests efficiently.	22.4 The client, except where otherwise specified, shall provide free of charge subject to the provisions of subparagraph 5 of this Clause such labour, materials, electricity, fuel, water, stores and apparatus as may be requisite and as may be reasonably demanded to carry out such tests efficiently.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	22.5 If, as a result of such tests, the works or any part thereof are found to be defective or not to comply with the contract, the supplier shall, with all speed and at his/her own expense, make good the defect or ensure that the works comply with the contract and thereafter, if the client so requires, the tests shall be repeated at the cost of the supplier.	22.5 If any portion of the works fails to pass the tests, tests of the said portion shall, if required by the industrial architect or by the supplier, be repeated within a reasonable time upon the same terms and conditions, save that all reasonable expenses to which the client may be put by the repetition of the tests shall be deducted from the contract price.			
	22.6 Should the supplier fail to carry out his/her obligations under this Clause the client shall be entitled to implement the provisions of Clause 28 as though the said defective or non-conforming works or part thereof were the subject matter of the guarantee or, in the alternative, to pay to the supplier only that part of the contract price as reflects the value of the non-defective and conforming works.	22.6 If the works or any section thereof shall fail to pass the tests on the repetion thereof under subparagraph 5 of this Clause the industrial architect shall be entitled:- (a) to order a further repetition of the tests under the conditions of subparagraph 5 or (b) to reject the works or section thereof if the results of the tests show that the works or the section fail to meet the specifications or do not conform with this contract and to implement the provisions of Clause 21 as though the said defects or failure to conform were defects under that Clause. (c) to issue a taking-over certificate, if the client so wishes, subject to such reduction of the contract price as is reasonable having regard to the cost of remedying the same and the additional loss and expense which will be suffered by the client.			
	22.7 If by reason of difficulties encountered by the client, whether or not covered by Clause 37 (Force Majeure), it becomes impossible to proceed to the taking-over tests, these shall be postponed for a period not exceeding six months, or such other period as the parties agree, and the following provisions shall apply:-				

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	(a) The client shall make payments as if the taking-over had taken place, provided that, in the case of a difficulty due to any of the circumstances falling within Clause 37 he/she shall not, unless otherwise agreed, be required to pay at the due time of taking-over the cost of uncompleted work or, before the expiration of the guarantee period fixed in accordance with subparagraph (d) hereof, any sum retained by way of guarantee. (b) At the appropriate time, the client shall give notice in writing to the supplier stating the earliest date on which the tests can be carried out and requesting him to fix a new date for the tests. Such new date shall be within .... days after the date mentioned in such notice. (c) The supplier may, at the cost of the client examine the works before making the tests and make good any defect or deterioration therein that may have developed, or loss thereof that may have occured, after the date when the works were first ready for testing in accordance with the contract. (d) The guarantee period shall run from the date when the postponed tests have been successfully carried out. (e) If the client so requires, the supplier shall, subject to the provisions of the contract in respect of the passing of risk, protect and preserve the works until the tests are carried out or for one month from the time when the works were first ready for testing in accordance with the contract, whichever is the shorter period. The supplier shall be entitled to recover from the client the cost of any measures actually taken by the supplier to protect and preserve the works. Unless otherwise agreed, the liability of the supplier for protecting and preserving the works shall cease on the expiry of such month. (f) If at the end of six months or such other period as the parties may have agreed the tests have not taken place the client will be deemed to have accepted and taken over the works unless the provisions of Clause 37 (Force Majeure) are applicable.				
TAKING OVER N	23.1 As soon as the works have been completed in accordance with this contract and have passed all the taking-over tests to be made on completion without any defect for which the supplier is responsible having been found, the client and the supplier shall draw up and sign a certificate of completion of the works (hereinafter called a "taking-over certificate") in which the date the work was completed and passed the tests will be specified.	23.1 As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and save for the obligations of the supplier under Clause			Ex. I 23 ECE/188 A + ID/WG.400/2 Ex. II 23 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		(Guarantee)) and have passed the tests on completion, the industrial architect shall issue a certificate to the supplier, with a copy to the client (herein called a 'taking-over certificate'), in which he/she shall certify the date on which the works have been so completed and have passed the said tests, and the client shall be deemed to have taken over the works on the date so certified whereupon title to and risk of loss or damage to the works or any section or portion thereof shall, subject to the provisions of Clause 29 (Liability for Accidents and Damage) and Clause 28 (Guarantee) pass to the client but the issue of a taking-over certificate shall not operate as an admission that the works have been completed in every respect. In the event of the works being divided by the contract into two or more sections the client shall be entitled to take over any section or sections before the other or others, and thereupon the industrial architect shall issue a taking-over certificate in respect thereof. Save as provided in subparagraph 3 of this Clause the client shall not use the works or any section or portion thereof until a taking-over certificate has been issued in respect thereof. If, nevertheless, the client does so use the works or any section or portion thereof, the works or section or portion shall be deemed to have been taken over.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	23.2 Save as is otherwise provided in this contract, the works will be deemed accepted and taken-over by the client on the fulfillment of the conditions required for a taking-over certificate and the guarantee period shall thereupon commence.	23.2 If by agreement between the client, the industrial architect and the supplier any portion of the works (other than a section or sections) shall be taken over before the remainder of the works the industrial architect shall issue a taking-over certificate in respect of that portion. 23.3 If, by reason of any default on the part of the supplier a taking-over certificate has not been issued in respect of every portion of the works within one month after the time for completion the client shall be at liberty to use the works or any section or portion thereof in respect of which a taking-over certificate has not been issued if and so long as the works or the portion so used as aforesaid shall be reasonably capable of being used provided that the supplier shall be afforded the earliest possible opportunity of taking such steps as may be necessary to permit the issue of the taking-over certificate. 23.4 If, by reason of any act or omission of the client or the industrial architect or of some other contractor employed by the client, the supplier shall be prevented from carrying out the tests on completion then, unless in the meantime the works shall have been proved not to be substantially in accordance with the contract, the client shall be deemed to have taken over the works and the industrial architect shall issue a taking-over certificate accordingly; The supplier shall nevertheless make the said tests during the guarantee period as and when required by the industrial architect by days' notice in writing and			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		Clause 22 subparagraphs 3, 4, 5 and 6 (Tests on Completion) shall apply. Any additional expense to which the supplier may be put in making the said tests during the guarantee period pursuant to this subparagraph shall be included in the contract price, and such allowances shall be made from the performances required to be attained in the said tests as may be reasonable having regard to any use of the works by the client prior to the tests. 24.1 The works shall be carried out by the supplier on a cost reimbursable basis. The client shall reimburse the supplier the costs and expenses of the works specified in Appendix according to the price schedule detailed in the said Appendix. The client will, in additon to the said costs and expenses, pay to the supplier the sum of ..... 24.2 Payment of the said costs and expenses shall be made on foot of certificates issued by the industrial architect as hereinafter set out. Payment of the said sum of .....shall be made by the client on the issue of the final certificate, or, if a number of final certificates are issued in respect of different sections or portions of the works, on the issue of the last such certificate. Should the client delay in the payment of the said sum of the provisions of this Clause relating to the delayed payment of certified amounts shall apply thereto.			Ex. I 24 ECE/188 D CMEA + UNCITRAL Ex. I+II 24.1+2 UNCITRAL

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
PRICE AND PAYMENT N	24.1 The client shall pay the supplier the total sum of ..... in consideration of the carrying-out of all the works by the supplier.	24.1 The works shall be carried out by the supplier on a cost reimbursable basis. The client shall reimburse the supplies, the costs and expenses of the works specified in Appendix according to the price schedule detailed in the said Appendix. The client will, in addition, to the said costs and expenses, pay to the supplier a sum equal to per cent of the total costs and expenses of the works.			
	24.2 The said total sum of ..... will be divided into the instalments specified in Annex ..... for each portion of the works. Once each portion of the works specified in the said Annex is completed the supplier shall submit an invoice therefor specifying and describing the portion of the works so completed and the client shall pay the supplier the instalment relative to such a completed portion of the works within .... days of receipt of the said invoice.	24.2 Payment of the said costs and expenses shall be made on foot of certificates issued by the industrial architect as hereinafter set out. Payment of the additional sum equal to per cent of the total of the costs and expenses of the works shall be made as follows:- In addition to the payment of the costs and expenses certified by the industrial architect in the manner described hereafter, the client shall pay to the supplier a sum equal to per cent of the costs and expenses so certified and the said additional sum shall, for the purposes of this clause, be treated as through it were a sum certified by the industrial architect.			
	24.3 The said payments of the instalments for each completed portion of the works are conditional upon the fulfillment by the supplier of his/her obligations in respect of each such part and no payment of an instalment shall be due until the supplier has fulfilled his/her obligations in respect thereof unless the failure of the supplier to fulfil his/her obligations is due to an act or omission of the client. 24.4 If the client delays in making any payment the supplier may postpone the fulfillment of his/her own obligations until such payment is made, unless the failure of the client is due to an act or omission of the supplier.	24.3 The supplier may at the times and in the manner following apply for interim and final certificates as referred to in subparagraph hereof for products shipped and en route to the site and for work executed on the site. 24.4 Applications for interim certificates may be made to the industrial architect in respect of each shipment of products and from time to time as work on the site progresses. Each such			Ex. II FIDIC 24.3, 4, 5 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 16, 17, 18 19+20

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		application in respect of shipment shall identify the products shipped, state the amount claimed and be accompanied by such evidence of shipment and of payment of freight and insurance and such other documents as the industrial architect may reasonably require. Each other such application shall state the amount claimed and shall set forth in detail, in the order of the schedule of prices, particulars of the work executed on the site and of the products delivered to the site pursuant to the contract to a date named in the application and since the period covered by the last preceding certificate, if any, which includes work on site.			
	24.5 If the client's delay in making payment is due to one of the circumstances mentioned in Clause 37 (Force Majeure), the supplier shall not be entitled to any interest on the sum due.	24.5 The industrial architect shall issue to the supplier an interim certificate within 14 days after receiving an application therefor in accordance with subparagraph 4 of this Clause which the supplier was entitled to make. If the industrial architect shall fail to issue an interim certificate as provided in this Clause the supplier shall be entitled to exercise the remedies provided in subparagraphs 16 and 17 hereof.			
	24.6 Save as aforesaid, if the client delays in making any payment, the supplier shall, on giving to the client within a reasonable time notice in writing, be entitled to the payment of interest on the sum due at the rate of .... per cent per .... from the date upon which such sum became due. If, within .... months of the date upon which the said payment became due the client has not paid the said sum, the supplier shall be entitled by notice in writing to the client to terminate the contract and thereupon to recover from the client the amount of his/her loss up to the sum specified in Appendix .... of this contract.	24.6 Every interim certificate shall certify the total value of products shipped or, as the case may be, of the work duly executed on the site and of the equipment delivered to the site for use in the works pursuant to the contract up to the date named in the application for the certificate, less the total of any sums previously certified in			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		interim certificates, provided that no sum shall be included in any interim certificate in respect of any works that according to the decision of the industrial architect do not comply with the contract, or have been brought, and are at the date of the certificate, prematurely upon the site. 24.7 An interim certificate shall not be withheld on account of defects of a minor character which are not such as to affect the use of the works or of any portion thereof.			
	24.7 The total contract price of ..... includes all the following items:- (a) all travelling expenses incurred by the supplier in respect of his/her employees and the transport of their equipment and personal effects (within reasonable limits); (b) the living expenses, including any appropriate allowances, of the supplier's employees for each day's absence from their country, including non-working days and holidays; (c) the time worked by the supplier and his/her employees, including time worked by way of overtime; (d) the use of the equipment to be provided by the supplier under this contract, including the wear and tear and depreciation of the said equipment and the supplier's tools; (e) time necessarily spent on:- (i) preparation and formalities incidental to the outward and homeward jouirneys; (ii) the outward and homeward journeys; (iii) daily travel morning and evenings between logdings and the site; (f) any expenses incurred by the supplier in accordance with this contract, in connection with the provision of equipment by him/her, including the use thereof; (g) any taxes or dues levied on the invoices and payable by the supplier in the client's country.				

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE

24.8 Notwithstanding anything contained in subparagraph 7 of this Clause, if the carrying-out of the works is prolonged for any cause for which the client or any of his/her contractors other than the supplier is responsible and if, as a result the work of the supplier is suspended or added to, a charge will be made for any idle time, extra work, any living expenses of the supplier's employees and the cost of any extra journey.	24.8 No interim certificate shall be relied upon as conclusive evidence of any matter stated therein nor affect or prejudice any right of the client or the supplier against the other. 24.9 Application for the final certificate may be made to the industrial architect after the supplier has ceased to be under any obligation under Clause 28 (Guarantee) provided that, if a taking-over certificate has been issued in respect of any section or portion of the works, the supplier may apply for a separate final certificate at any time after the said obligation has ceased in relation to such section or portion. Where the supplier has carried out replacements or renewals to the works in compliance with Clause 28 (Guarantee) the supplier's obligations shall continue as provided in Clause 28 (Guarantee) but the right of the supplier to apply for a final certificate other than for the replacements or renewals shall not be affected by that fact, and after the supplier has ceased to be under any obligation under Clause 28 (Guarantee) in respect of the replacements or renewals he/she may apply for a final certificate in respect thereof. 24.10 The industrial architect shall issue to the supplier a final certificate within days after receiving an application therefor which the supplier was entitled to make.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		24.11 A final certificate shall certify the total of all amounts comprised in interim certificates previously issued in respect of the works or the section or portion thereof to which the final certificate relates subject to such additions thereto or deductions therefrom as may be austhorised under subparagraph 13 hereof. 24.12 A final certificate shall, save in the case of fraud or dishonesty relating to or affecting any matter dealt with in the certificate, be conclusive evidence as to the sufficiency of the works and of the value thereof unless any proceedings arising out of the contract whether under Clause 42 (Settlement of Disputes) or otherwise shall have been commenced by either party before the final certificate has been issued or within three months thereafter. 24.13 If any sum shall become payable to the supplier under the contract otherwise than for work executed or products delivered the amount thereof shall be included in the next certificate (interim or final) issued by the industrial architect and if any sum shall become payable under the contract by the supplier to the client, prior to the issue of the final certificate, whether by deduction from the contract price or otherwise, the amount thereof shall be deducted in the next certificate. 24.14 The industrial architect may in any certificate give effect to any correction or modification that should properly be made in respect of any previous certificate.			

HEADINGS | EXAMPLE I | EXAMPLE II | EXAMPLE III | ADDITIONS | SOURCE

24.15 Unless otherwise agreed the client shall pay to the supplier in the following manner the contract price adjusted to give effect to such additions thereto and such deductions therefrom as are provided in this contract:-

(a) within weeks/months from the issue of each interim certificate a sum equal to 90 per cent of the sum certified therein;

(b) 95 per cent of the contract price adjusted as aforesaid within weeks/months from the date certified in the taking-over certificate.

(c) the balance of the contract price adjusted as aforesaid within one month after the issue of the final certificate.

Provided that if the supplier shall have furnished to the client a guarantee acceptable to the client for the repayment of such balance he shall be entitled to payment thereof with or at any time after the payment provided by subparagraph (b) hereof.

If any section or portion of the works shall be taken over separately the payments herein provided for on or after taking over shall be made in respect of the section or portion taken over, and references to the contract price shall mean such part of the contract price as shall in the absence of agreement be apportioned thereto by the industrial architect.

In determining the amount of any payment under this Clause in respect of any portion of the works due account shall be taken of all payments previously made in respect of the same portion whether under this Clause or otherwise.

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		24.16 If the period for payment of any sum payable under this Clause shall be exceeded, the supplier shall be entitled without prejudice to any other right or remedy, without formal notice, to receive interest calculated at the rate or rates which the supplier's bank, named in Appendix hereof, would have charged the supplier to borrow the amount of the delayed payment during the period of delay. If the delay exceeds days such rate of interest shall be increased by the amount stated in Appendix of this contract. 24.17 If the industrial architect fails to issue an interim certificate in accordance with this Clause or if the client fails to make any payment as provided in this Clause, the supplier shall be entitled to stop the works, after giving 14 days' notice in writing to the client and the industrial architect of his/her intention so to do, until the said certificate be issued or payment be made as the case may be, in which case the expenses of the supplier occasioned by the stoppage and the subsequent resumption of work shall be included in the contract price. 24.18 In the case of the industrial architect's failure to issue an interim certificate, the supplier shall be entitled after giving to the client and the industrial architect one month's notice of his/her intention so to do, to terminate the contract whether or not the supplier has stopped the works or given notice of his/her intention so to do pursuant to subparagraph 17 hereof.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE

					SOURCE
		24.19 Arrangements for payment in foreign currencies shall be as set out in Appendix hereof. 24.20 Where this contract provides for payment in whole or in part to be made to the supplier in foreign currency or currencies, such payment shall not be subject to variations in the rate or rates of exchange between such specified foreign currency or currencies and the currency of the country in which the works are to be executed but shall be fixed on the date of entry into force of this contract.			
CLIENT'S FAILURE TO PERFORM R	25.1 In the event of the client:- (a) failing to pay to the supplier the amount due under any invoice within ..... days after the same shall have become due under the terms of this contract subject to any deduction that the client is entitled to make under this contract, or (b) becoming bankrupt or, being a company, going into liquidation other than for the purpose of a scheme of reconstruction or amalgamation; or (c) being unable to continue to meet his/her contractual obligations for unforeseen reasons due to economic dislocation the supplier shall be entitled without prejudice to any other rights or remedies (and in respect of (c) above as an alternative to the provisions of subparagraph 15 of Clause 24) to terminate his/her employment under the contract by giving ..... day's prior notice in writing to the client.	25.1 In the event of the client:- (a) failing to pay to the supplier the amount due under any certificate of the industrial architect within... days after the same shall have become due under this contract subject to any deduction that the client is entitled to make under this contract; or (b) interfering with or obstructing the issue of any certificate of the industrial architect; or (c) becoming bankrupt or, being a company, going into liquidation other than for the purpose of a scheme of amalgamation or reconstruction; or (d) being unable to continue to meet his/her contractual obligations for unforseen reasons due to economic dislocation the supplier shall be entitled, without prejudice to any other rights or remedies (and in respect of (a) above as an alternative to the provisions of subparagraph 15 of Clause 24) to terminate his/her		Ex. I+II 25.1+2 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		employment under this contract by giving .... days' prior written notice to the client with a copy to the industrial architect.			
	25.2 Upon giving such notice the supplier shall, with all reasonable despatch remove from the site all the equipment brought by him/her thereon.				
	25.3 In the event of such termination the client shall be under the same obligations to the supplier in regard to payment as though the contract had been terminated under Clause 37 (Force Majeure) hereof.	25.3 In the event of such termination the client shall be under the same obligations to the supplier in regard to payment as though the contract had been terminated under Clause 37 (Force Majeure) hereof but, in addition to the payments specified in Clause 37 the client shall pay to the supplier the amount of any reasonable loss or damage arising out of or by consequence of such termination.			Ex. I 25.3 ECE/188 A Ex. II 25.3 FIDIC
	25.4 Nothing in this Clause contained shall prejudice the supplier's right to exercise, either in lieu of or in additon to the rights and remedies in this Clause specified, any other rights or remedies to which the supplier may be entitled.				Ex. I 25.4, FIDIC 5+6
	25.5 If the client fails to accept delivery of the products on due date, he/she shall nevertheless make any payment conditional on delivery as if the products had been delivered. The supplier shall arrange for the storage of the products at the risk and cost of the client. Provided that if the delay in accepting delivery is due to one of the circumstances mentioned in Clause 37 (Force Majeure) and the supplier is in a position to store them in his/her premises without prejudice to his/her business, the cost of storing the products shall not be borne by the client.				
	25.6 Unless the failure of the client is due to any of the circumstances mentioned in Clause 37 (Force Majeure) the supplier may require the client by notice in writing to accept delivery within a reasonable time. If the client fails for any reason whatsoever to do so within a reasonable time, the supplier shall be entitled by notice in writing to the client to terminate the contract in respect of such portion of the products as is by reason of the failure aforesaid not delivered and thereupon to recover from the client any loss suffered by reason of such failure up to an amount not exceeding that specified in Appendix.... hereof.				

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
SUPPLIER'S	26.1 Should the supplier:-	26.1 If the supplier shall			Ex. I 26

FAILURE TO PERFORM R	(a) assign the contract without the writtenconsent of the client; or (b) abandon the contract; or (c) without reasonable excuse fail to commence the works or has suspended the progress of the works for .... days after receiving from the client written notice to proceed; or (d) despite written warning to that effect given by the client, fails to execute the works in accordance with this contract or is neglecting to carry out his/her obligations under the contract so as seriously to affect the carrying-out of the works; then the client may, after giving .... day's notice in writing to the supplier, enter upon the site and expel the supplier therefrom without thereby voiding the contract or releasing the supplier from any of his/her obligations or liabilities under the contract, or affecting the rights and powers conferred by the contract on the client and may him/herself complete the works or may employ any other supplier to complete the works without prejudice to any other remedy of the client. The client or such other supplier shall have free use for such completion of so much of the supplier's equipment and installation equipment as may be on the site in connection with the works without being responsible to the supplier for fair wear and tear thereof and to the exclusion of any right of the supplier over the same.	assign the contract, without the consent in writing of the client first obtained, or if the industrial architect shall certify in writing to the client that in his/her opinion the supplier:- (a) has abandoned the contract; or (b) without reasonable excuse has failed to commence the works or has suspended the progress of the work for .... days after receiving from the industrial architect written notice to proceed; or (c) despite previous warnings by the industrial architect in writing, is not executing the works in accordance with the contract, or is neglecting to carry out his/her obligations under the contract so as seriously to affect the carrying out of the works then the client may, after giving days' notice in writing to the supplier enter upon the site and expel the supplier therefrom without thereby voiding the contract, releasing the supplier from any of his/her obligations or liabilities under the contract or affecting the rights and powers conferred by the contract on the client or the industrial architect and may him/herself complete the works or may employ any other supplier to complete the works without prejudice to any other remedy of the client. The client or such other supplier shall have free use for such completion of so much of the supplier's equipment as may be on the site in connection with the works without being responsible to the supplier for fair wear and tear thereof and to the exclusion of any right of the supplier over the same.			ECE/TCS A + FIDIC Ex. II FIDIC 26

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	26.2 If the client shall enter and expel the supplier under this Clause, he/she shall not be liable to pay to the supplier any money on account of the contract until the costs of execution and all other expenses incurred by the client have been ascertained. The supplier shall then be entitled to receive only such sum or sums, if any, as would have been payable to him/her on due completion by him/her after deducting the said amount. If such amount shall exceed the sum which would have been payable to the supplier on due completion by him/her, then the supplier shall, upon demand, pay to the client the amount of such excess and it shall be deemed a debt due by the supplier to the client and shall be recoverable accordingly.	26.2 The industrial architect shall, as soon as may be practicable after any such entry and expulsion by the client, fix and determine by or after reference to the parties, or after such investigation or enquiries as he/she may think fit to make or institute, and shall certify what amount, if any, had, at the time of such entry and expulsion, been reasonably earned by or would reasonably accrue to the supplier in respect of work then actually done by him/her under the contract and the value of any used or partially used materials on the site. If the client shall enter and expel the supplier under this Clause, he/she shall not be liable to pay to the supplier any money on account of the contract until the costs of execution and all other expenses incurred by the client have been ascertained and the amount thereof certified by the industrial architect. The supplier shall then be entitled to receive only such sum or sums, if any, as the industrial architect may certify would have been payable to him/her upon due completion by him/her after deducting the said amount. If such amount shall exceed the sum which would have been payable to the supplier on due completion by him/her, then the supplier shall, upon demand, pay to the client the amount of such excess and it shall be deemed a debt due by the supplier to the client and shall be recoverable accordingly.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	26.3 If the client pursuant to this Clause takes the works or part thereof out of the supplier's hands the supplier's liability under Clause 16 (Delay in the Supplier's Performance) shall immediately cease, without prejudice to any such liability that may at that time already be recoverable from the supplier by the client.	26.3 If the client pursuant to this Clause takes the works or part thereof out of the supplier hands the supplier's liability under Clause 16 (Delay in the Supplier's Performance) shall immediately cease, without prejudice to any such liability that may at that time already be recoverable from the supplier by the client.			
	(a) be fit for the purposes for which works of the same description would ordinarily be used in the conditions obtaining in the client's country;				
	(b) be fit for the particular purposes and in the conditions expressly or impliedly made known by the client to the supplier;				
	(c) possess the qualities of works which the supplier has held out to the client as samples or models;				
	(d) be of a standard and quality fit for the purposes or for the purposes for which works of the kind sold under this contract are commonly bought as is reasonable to expect having regard to the prices, descriptions and all other relevant circumstances;				
	(e) conform with the specifications; and				
	(f) be free from any right or claim of a third party.				
	26.4 Subject to Clause 28 sub-paragraph 4 any expenses resulting from an error or omission in or from delay in the delivery of the drawings, plans, documents or information to be provided by the supplier under this contract shall be borne by the supplier.				
WARRANTIES N	27.1 The supplier warrants that the products and the materials to be used in the carrying-out of the works:-	27.1 The supplier warrants that all the products to be supplied and all work to be done under the contract shall be manufactured and executed in the manner set out in the specifications or, where not so set out, to the satisfaction of the industrial architect, and all the works on site shall be carried out in accordance with such reasonable directions as the industrial architect may give.			Ex. I 27.1 ADB/I-ADB/WB
	(a) are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials save to the extent specifically provided in this contract;				Ex. II 27.1 FIDIC
	(b) have no defect arising from the design, workmanship or materials or from any act or omission of the supplier that may develop under normal use of the said products and materials in the conditions obtaining in the client's country.				
	27.2 The supplier warrants that the works, on completion will:-				Ex. I 27.2 A/CONF.97/18 + ID/WG.400/2

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	27.3 The supplier further warrants that the works will conform with the standards and rules following from the laws and regulations of the client's country that are in force at the time of the commencement of the works. (a) It shall be the duty of the client to inform the supplier of any changes in the said rules and standards as soon as they occur. (b) Within ..... days of the supplier's receipt of a notification under subparagraph 3(a) of this Clause the supplier shall submit to the client an estimate of the cost of the modifications, if any, which are required to be made to the works to enable them to conform with such altered rules and standards. In the said estimate the supplier will specify the dates upon which such modified works can be carried out. (c) The said modifications, if any, will not be carried out by the supplier save on the express authorization of the client. (d) In the event of a disagreement between the parties regarding the amount of the estimate or the extension of the delivery dates, the client shall have the option of cancelling that part of the order relating to the products requiring modification. (e) If the parties agree the amount of the estimates and the extension of the delivery dates, these will substitute those specified in this contract and all the conditions and terms of this contract will apply thereto.				Ex. I 27.3 ID/WG.400/2 + FIDIC
	27.4 The supplier warrants that the products together with the additional equipment constitute all the machinery necessary for the manufacture of the agricultural machinery and parts thereof listed in Appendix ..... of this contract. 27.5 The supplier further warrants that all the drawings, plans, information and specifications provided by him/her are accurate, contain no discrepancies, errors or omissions.				Ex. I 27.4 ID/WG.400/2
GUARANTEE N	28.1 The supplier guarantees that the works will be and remain as warranted for a period of ..... months/years (hereinafter called "the guarantee period") from the date of taking-over of the works or, if taken over in portions or sections, the guarantee period in respect of each such portion or section shall run from the date on which each is taken over.	28.1 In this contract the expression "guarantee period" shall mean either:- (a) a period of .....hours of operation of the works from the date certified in the taking-over certificate or, in the event of more than one such certificate, from the respective dates so certified, or			Ex. I 28.1 ECE/574 Ex. II 28.1 FIDIC + ADB/I-ADB/WB

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE

		(b) a period of months/years from the date certified in the taking-over certificate or, in the event of more than one such certificate from the respective dates so certified whichever is the shorter.			
	28.2 A fresh guarantee period equal to that provided in subparagraph 1 of this Clause shall apply, under the same terms and conditions as those applicable to the original works, to parts supplied in replacement of defective parts or to parts renewed in pursuance of this Clause. This provision shall not apply to the remaining parts of the works, the guarantee period of which shall be extended only by a period equal to the period during which the works are out of action as a result of a defect covered by this Clause.	28.2 The guarantee period shall be extended by a period equal to the period during which the works (or that portion thereof in which the defect or damage to which this Clause applies has appeared or occurred) cannot be used by reason of that defect or damage but not so as (in the case of any further defect or damage to such portion occuring during any such extension) to extend the guarantee period for the works or that portion beyond years from the date of taking over.		Ex. I 28.2 ECE/188 A Ex. II 28.2 FIDIC
	28.3 The supplier undertakes to remedy at his/her expenses and with all speed, subject to the provisions of this Clause, any defect, damage, or non-conformity appearing in the works contrary to the warranties hereinbefore given during the guarantee period.	28.3 The supplier shall be responsible for making good with all possible speed at his/her expense any defect in or damage to any portion of the works which may appear or occur during the guarantee period and which arises either:- (a) from any defective materials, workmanship or design (other than a design made, furnished, or specified by the client and for which the supplier has disclaimed responsibility in writing within a reasonable time after receipt of the client's instructions), or (b) from any act or omission of the supplier occurring during the said period.		Ex. I 28.3 ID/WG.400/2 Ex. II 28.3 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	28.4 The supplier shall be responsible for any discrepancies, errors or omissions in the drawings, plans, documents or information to be provided by the supplier under this contract, whether they have been approved by the client or not, provided that such discrepancies, errors or omissions are not due to incorrect drawings or inaccurate information furnished to the supplier in writing by the client. The supplier shall, at his/her own expense, carry out any alterations or remedial work necessitated by reason of such discrepancies, errors or omissions for which he/she is responsible. The performance of his/her obligations under this subparagraph will not relieve the supplier of his/her liability under Clause 16 (Delay in the Supplier's Performance), if such arises.	28.4 The supplier shall be responsible for any discrepancies, errors or omissions in the drawings, plans, documents or information to be provided by him/her under this contract, whether they have been approved by the industrial architect or not, provided that such discrepancies, errors or omissions are not due to incorrect drawings or inaccurate information furnished to the supplier in writing by the client or the industrial architect. The supplier shall, at his/her own expense, carry out any alterations or remedial work necessitated by reason of such discrepancies, errors or omissions for which he/she is responsible. The performance of his/her obligations under this subparagraph shall not relieve the supplier of his/her liability under Clause 16 (Delay in the Supplier's Performance), if such arises.			Ex. I+II 28.4 FIDIC
	28.5 Where the client wishes to avail him/herself of the guarantee, he/she shall notify the supplier in writing without delay of any defect or damage which has appeared or occurred. 28.6 The supplier may, with the consent of the client, remove from the site any portion of the works which is defective or damaged if the nature of the defect or damage is such that repairs cannot be expeditiously carried out on the site in order to perform his/her obligations under this Clause. 28.7 If the replacements or renewals effected in pursuance of this Clause are of such a character as may effect the efficiency of the works or any portion thereof, the client may, within one month of such replacement or renewal, give to the supplier notice in writing requiring that tests on completion be made in which case such tests shall be carried out as provided in Clause 22 (Tests on Completion) hereof.				Ex. I 28.5 CMEA + FIDIC Ex. I 28.6+7 FIDIC

				SOURCE
28.8 If the supplier, having been duly notified, fails to remedy any defect, damage or non-conformity in the works within a reasonable period, the client may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the client may have against the supplier under this contract. 28.9 The said guarantee shall only apply to defects which appear under proper use. It does not cover defects due to causes arising after the works have been taken over. In particular, it does not cover defects arising from the client's faulty maintenance, from alterations carried out without the supplier's consent in writing or from repairs carried out improperly by the client save such repairs as may be carried out under this Clause. 28.10 (a) Subject to Clause 29 it is expressly agreed that the client shall have no claim in respect of damage to or loss of property not forming part of the works arising after the expiration of the guarantee period nor for loss of profit unless it is expressly shown from the circumstances of the case that the supplier has been guilty of gross misconduct and the circumstances giving rise to the claim occur within .... years after the date of taking over. The supplier shall have no liability in respect of the matters not included in this subparagraph unless notice of a claim made hereunder is given by the client to the supplier within .... days of the event giving rise to such a claim. (b) "Gross misconduct" does not comprise any and every lack of care or skill, but means an act or omission on the part of the supplier implying either a failure to pay due regard to serious consequences which a conscientious and reasonable contractor would normally forsee as likely to ensue or a deliberate disregard of any consequences of such an act or omission. (c) Save as herein provided the supplier shall be under no liability in respect of defects in or damage to the works or any section thereof developing or arising after the works or any section thereof has been taken over.	28.10 The supplier is liable in accordance with this contract for any lack of conformity which exists at the time when the works are taken over by the client, even though the lack of conformity becomes apparent only after that time. The supplier is also liable for any lack of conformity which occurs after the time indicated in the preceding sentence and which is due to a breach of any of his/her obligations, including a breach of the guarantee, that for a period of time the works will remain fit for their ordinary purpose or for the particular purpose required by the client and/or that the works will retain specified qualities or characteristics.		Ex. I 28.8 FIDIC, EEC/188 D + ID/WG.400/2 Ex. I 28.9 FIDIC + ECE/188 A Ex. I 28.10 FIDIC + ECE/188 D Ex. II 28.10 A/CONF.97/18

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	28.11 The supplier shall, if required by the client in writing, search for the cause of any defect, imperfection or fault. Unless such defect, imperfection or fault shall be one for which the supplier is liable under the contract, the cost of the work carried out by the supplier in searching as aforesaid shall be borne by the client. But if such defect, imperfection or fault shall be one for which the supplier is liable as aforesaid the cost of the work carried out in searching as aforesaid will be borne by the supplier.				Ex. I 28.11 FIDIC
LIABILITY FOR PERSONAL INJURY AND DAMAGE TO PROPERTY R	29.1 In the event of personal injury or damage to property occuring before all the works have been taken over, the supplier's liability shall be determined as follows:- (a) The supplier at his/her own expense shall make good any loss or damage to the works during the execution thereof if such loss or damage is caused by an act or omission of the supplier; (b) In respect of damage to the client's property other than the works, the supplier shall indemnify the client to the extent that such damage was caused by the supplier or by the failure of equipment or tools provided by the supplier for the purposes of the works if the circumstances show that the supplier failed to use proper skill and care. (c) (i) In respect of personal injury, the respective liabilities of the client and of the supplier towards the injured person shall be governed by the law of the country where the injury occured; (ii) If the injured person brings a claim against the client, the supplier shall indemnify the client against such a claim to the extent that the injury was due to any of the causes mentioned at (b) hereof; (iii) If the injured person brings a claim against the supplier, the client shall, to the extent permitted by the law of the country where the injury occurred, indemnify the supplier against such a claim save to the extent that, by the operation of (c)(ii) hereof, the supplier would have been liable to indemnify the client had the claim been brought against the client. (d) In respect of damage to property of third parties, the provisions of (c) above shall apply mutatis mutandis. (e) The provisions of this Clause concerning the liability of the parties shall also apply to their respective employees. However, in the case of staff provided by the client, the supplier shall be liable in respect of his/her orders and instructions if they be incorrect, badly expressed or given to a person deemed unqualified.	29.1 The supplier shall take full responsibility for the care of the works or any section or portion thereof until the date stated in the taking-over certificate issued in respect thereof under Clause 23 (Taking-over) and in case any damage or loss shall happen to any portion of the works not taken over as aforesaid, from any cause whatsoever (save and except the excepted risks mentioned in Clause 37 (Force Majeure) the same shall be made good by and at the sole cost of the supplier and to the satisfaction of the industrial architect. The supplier shall also be liable subject to subparagraph 10 hereof for any loss of or damage to the works occasioned by him/her or by any subcontractor in the course of any operations carried out by him/her or by his/her subcontractors for the purpose of completing any outstanding work or complying with his/her obligations under Clause 28 (Guarantee).			Ex. I 29 ECE/188 A Ex. II 29 FIDIC

HEADINGS EXAMPLE I EXAMPLE II EXAMPLE III ADDITIONS SOURCE

29.2 In order to avail him/herself of his/her rights under (c) and (d) of subparagraph 1 of this Clause, the party against whom a claim is made must notify the other of such a claim and must permit the other, if the other so wishes, to conduct all negotiations for the settlement of such a claim and to act in his/her stead or, to the extent permitted by the law of the country where the action is brought, to join in such litigation.

29.3 The provisions of this Clause shall apply equally when the supplier is on the site in fulfillment of any of his/her obligations under Clause 28.

29.2 The supplier shall, subject to subparagraph 10 hereof, indemnify the client in respect of death or injury to any person and of all damages to any property (other than property forming part of the works not yet taken over) occuring before all the works shall have been taken over and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith that shall be occasioned by the negligence of the supplier or any subcontractor or by defective design (other than a design made, furnished or specified by the client and for which the supplier has disclaimed responsibility in writing within a reasonable time after the receipt of the client's instructions), materials or workmanship but not otherwise. Provided that the supplier shall not be liable by virtue of this subparagraph in respect of damage or injury attributable to defects in any section or portion of the works taken over.

29.3 If there shall occur any loss of or damage or injury to any property (other than property forming part of the works not yet taken over) or person while the supplier is on the site for the purpose of making good a defect in any section or portion of the works pursuant to Clause 28 (Guarantee) or for the purpose of carrying out tests on completion of any such section during the guarantee period as provided in Clause 28 the supplier shall be liable subject to subparagraph 10 hereof as follows:-

(a) in respect of loss of or damage to the said section or portion the supplier's obligations shall be as defined in Clause 28 (Guarantee);

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		(b) In respect of damage or injury to any other property or to any person and of any actions, claims, demands, costs, charges and expenses arising in connection therewith the supplier shall be liable to the extent that such damage or injury was caused by the negligence of the supplier or a subcontractor while on the site as aforesaid or by defective materials or workmanship used in making good the said defect but not otherwise. The said section or portion of the works shall be defined by reference to the taking-over certificate issued in respect thereof pursuant to Clause 23 (Taking-over).			
	29.4 The supplier shall at his/her own expense make good any loss or damage to the works occurring after they have been taken over by the client if such loss or damage is caused by an act or omission of the supplier.	29.4 If there shall occur, after the commencement of the guarantee period in respect of any section or portion of the works, any loss of or damage or injury to any property (other than property forming part of the works not yet taken over) or person as a result of a cause occuring prior to the commencement of the guarantee period the supplier's liability shall be as follows:- (a) in respect of loss of or damage to the said section or portion the supplier's obligations shall be as defined in Clause 28 (Guarantee); (b) In respect of damage or injury to any property or to any person and of any actions, claims, demands, costs, charges and expenses arising in connection therewith the supplier shall be liable to the extent that such damage or injury was caused by the negligence of the supplier or a			

HEADINGS EXAMPLE I EXAMPLE II EXAMPLE III ADDITIONS SOURCE

	subcontractor or by defective design (other than a design made, furnished or specified by the client and for which the supplier has disclaimed responsibility in writing within a reasonable time after receipt of the client's instructions) materials or workmanship but not otherwise. 29.5 In the event of any claim being made against the client arising out of the matters referred to in and in respect of which the supplier may be liable under this Clause, the supplier shall be promptly notified thereof, and may at his/her own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. The client shall not, unless and until the supplier shall have failed to take over the conduct of the negotiations or litigation, make any admission which might be prejudicial thereto. The conduct by the supplier of such negotiations or litigation shall be conditional upon the supplier having first given to the client such reasonable security as shall from time to time be required by the client to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which the client may become liable. The client shall, at the request of the supplier afford all available assistance for any such purpose and shall be repaid all reasonable costs incurred in so doing.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		29.6 The supplier shall indemnify the client against all actions, suits, claims, demands, costs or expenses arising in connection with death or injuries (other than such as may be the responsibility of the client, his/her agents or servants) suffered by persons employed by the supplier or his/her sub-contractors on the works, whether at law or under any statutes dealing with the question of the liability of employers for injuries suffered by employees. 29.7 Except as provided in Clause 16 (Delay in the Supplier's Performance) for a reduction of the contract price for delay and except as provided in Clause 28 subparagraph 10, the supplier shall not be liable to the client by way of indemnity or by reason of any breach of the contract for loss of use (whether complete or partial) of the works or of profit or of any contract or for any indirect or consequential damage that may be suffered by the client. 29.8 Where either the client or the supplier is liable in damages to the other these shall not exceed the damage which the party in default could reasonably have foreseen at the date of the contract. 29.9 In all cases the party establishing a breach of contract shall be under a duty to take all necessary measures to mitigate the loss which has occured provided that he/she can do so without unreasonable inconvenience or cost. Should he/she fail to do so, the party in breach of the contract may claim a reduction in the damages.			

	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		29.10 The liability of the supplier to the client under this Clause for any one act or default shall not exceed the sum of and the supplier shall have no liability to the client in respect of any loss of or damage to property which shall occur after the expiration of the period of years.			
PATENT AND OTHER RIGHTS 5	30.1 The supplier shall indemnify the client against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the products or any part thereof in the client's country.	30.1 The supplier shall fully indemnify the client against all claims and proceedings for or on account of infringement of any letters patent, registered design, copyright, trade mark or trade name or industrial property right protected at the date of the contract in the client's country arising by reason of the construction of the works or by the use of any products provided by the supplier, but such indemnity shall not cover any use of the works otherwise than for the purpose indicated by or reasonably to be inferred from the specifications or any infringement which is due to the use of any products in association or combination with any other products not supplied by the supplier. 30.2 In the event of any claim being made or action brought against the client arising out of the matters referred to in this Clause, the supplier shall be promptly notified thereof and may at his/her own expense conduct all negotiations for the settlement of the same and			Ex. I 30 ADB/I-ADB/WB Ex. II 30 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		any litigation that may arise therefrom. The client shall not, unless and until the supplier shall have failed to take over the conduct of the negotiations or litigation, make any admission which might be prejudicial thereto. The conduct by the supplier of such negotiations or litigation shall be conditional upon the supplier having first given to the client such reasonable security as shall from time to time be required by the client to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which the client may become liable. The client shall, at the request of the supplier afford all available assistance for the purpose of contesting any such claim or action, and shall be repaid all reasonable expenses incurred in so doing. 30.3 The client on his/her part warrants that any design or instructions furnished or given by him/her shall not be such as will cause the supplier to infringe any letters patent, registered design, trade mark, copyright or industrial property right in the performance of the contract.			
ACCESS TO THE SITE R	31.1 The supplier shall, in accordance with the client's requirements, afford all reasonable opportunities for carrying out their work to any other persons employed by the client in connection with or for purposes ancillary to the works. Should the supplier make available to any such other persons his/her equipment, the client shall pay the supplier for the use thereof.	31.1 The supplier shall, in accordance with the requirements of the industrial architect afford all reasonable opportunities for carrying out their work to any other persons employed by the client, and their workmen and the workmen of the client and of any other duly constituted			Ex. I+II 31 FIDIC Ex. I 32.1 FIDIC

			authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the client may enter into in connection with or ancillary to the works. If however, the supplier shall, on the written request of the industrial architect or the industrial architect's representative, make available to any such other persons or to the client or any such authority, any supplier's equipment or provide any other service of whatsoever nature, the client shall pay to the supplier in respect of such use or service such sum or sums as shall, in the opinion of the industrial architect, be reasonable. 31.2 Until the final certificate of payment shall have been issued, the supplier shall have the right of access, during normal working hours, at his/her own risk and expense, by him/herself or his/her duly authorised representatives, whose names shall have previously been communicated in writing to the industrial architect to all parts of the works for the purpose of inspecting the working thereof and to the records of the working and performance thereof for the purpose of inspecting the same and taking notes therefrom. Subject to the industrial architect's approval, which shall not be unreasonably withheld, the supplier may at his/her own risk and expense make any test which he/she considers desirable.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	31.2 The supplier and his/her representatives shall have the right to access to the site for the purpose of fulfilling the supplier's obligations under this contract during normal working hours and at the supplier's own risk.				
ADDITONAL DUTIES OF THE SUPPLIER R	32.1 From time to time during the progress of the works the supplier shall clear away and remove from the site all surplus materials and rubbish and on completion of the works all the supplier's equipment and leave the whole of the site and works in a clean and workmanlike condition. 32.2 The supplier shall furnish to the client, before the works are taken over, operating and maintenance instructions together with drawings (other than shop drawings) of the works as completed, in sufficient detail to enable the client to maintain, dismantle, reassemble, repair and adjust all parts of the works. The supplier shall also furnish to the client specific charts and lists of spare parts of the products and additional equipment. The said documents will be prepared and furnished in the ..... language. The works shall not be considered to be completed for the purposes of taking over under the terms of Clause 23 (Taking Over) until such instruction, drawings, lists and charts have been supplied to the client.				Ex. I 32 FIDIC + ID/WG.400/2
OWNERSHIP OF DOCUMENTS R	33.1 Except as otherwise provided by this contract, the exclusive right and title to the technical documentation shall remain with the party who has delivered such documentation. The documentation delivered may only and exclusively be used for the purpose for which it has been delivered and will not be published without the owner's consent.				Ex. I 33 CMEA
ASSIGN - MENT R	34.1 The supplier shall not assign the contract or any part thereof or any benefit, obligation or interest therein or thereunder (otherwise than by a charge in favour of the supplier's bankers of any monies due or to become due under the contract or the subrogation of insurers to the supplier's rights) without the prior written consent of the client (which consent shall not be unreasonably withheld).				Ex. I 34 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE

				ADDITIONS	SOURCE
NOTICES R	35.1 All certificates, notices or written orders to be given under the terms of this contract shall be served by sending the same by post, cable or telex or by leaving the same at the parties' respective addresses nominated for that purpose in Appendix .... of this contract.				
LANGUAGE R	36.1 The contract documents and all the documents to be provided under this contract shall be drawn in the ..... language.	36. The contract documents and all the documents to be provided under this contract shall be drawn in the and languages. The contract is to be construed and interpreted according to the language.			Ex. I 35 FIDIC Ex. I 36 ID/WG.400/2 Ex. II 36 FIDIC
FORCE MAJEURE R	37.1 The parties shall be relieved of liabilityfor the partial or complete non-performance of their obligations under this contract if such non-performance is caused by circumstances of force majeure.	37.1 If, during the currency of the contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the works the supplier shall, unless and until the contract is terminated under the provisions in this Clause contained, use his/her best endeavours to complete the execution of the works, provided always that either the supplier or the client shall be entitled, at any time after such outbreak of war, to terminate this contract by giving notice in writing to the other, and upon such notice being given this contract shall (save as to the rights of the parties under this Clause) be terminated without prejudice to the rights of either party in respect of any antecedent breach thereof.		Add.37 If the party's failure is due to the failure of a third party whom he has engaged to perform the whole or part of the contract, that party shall be exempt from liability only if: (a) He is exempt under subparagraph .. of this Clause, and (b) The person whom he engaged would be so exempt if the provisions of that subparagraph were applied to him.	Ex. I 37 ECE/188 A+574 + CMEA Ex. II 37 FIDIC

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	37.2 Circumstances of force majeure are any circumstances beyond the control of the party claiming relief, intervening after the formation of this contract and impeding its reasonable performance. Circumstances not due to the fault of the party claiming relief, incapable of being forseen at the date of the contract and unavoidable by the party invoking this Clause shall be deemed beyond the control of that party. 37.3 The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof.	37.2 If the contract shall be terminated under the provisions of subparagraph 1 hereof the supplier shall with all reasonable despatch remove from the site all supplier's equipment and shall give similar facilities to enable his/her subcontractors to do so. 37.3 If the contract shall be terminated as aforesaid the supplier shall be paid by the client (in so far as such amounts or items shall not have already been covered by payments on account made to the supplier) for all work executed prior to the date of termination at the rates and prices provided in the contract and in addition: (a) the amounts payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed, and a proper proportion, as certified by the industrial architect, of any items of work or service which have been partially carried out or performed. (b) The cost of materials or goods reasonably ordered for the works or for use in connection with the works which shall have been delivered to the supplier or of which the supplier is legally liable to accept delivery (such materials or goods becoming the property of the client upon such payment being made by him/her). (c) A sum, to be certified by the industrial architect, being the amount of any expenditure			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		which in the circumstances was reasonably incurred by the supplier in the expectation of completing the whole of the works, in so far as such expenditure shall not have been covered by the payments in this subparagraph before mentioned. (d) The reasonable cost of removal under subparagraph 2 of this Clause and (if required by the supplier) the return thereof to the supplier's works in his/her country or to any other destination at no greater cost of the supplier's equipment. (e) The reasonable cost of repatriation of all the supplier's staff employed on or in connection with the works at the time of such termination. Provided always that, against any payments due from the client under this subparagraph, the client shall be entitled to be credited with any outstanding balances due from the supplier for advances in respect of products and materials, and any sum previously paid by the client to the supplier in respect of the execution of the works.			
	37.4 The effect of the said circumstances so far as they affect the timely performance of their obligations by the parties, are set out in Clauses 16 (Delay in the Supplier's Performance), 18 (Delays in Delivery Occasioned by the Client), 22 (Tests on Completion), 24 (Prices and Payment) and 25 (Client's Failure to Perform). Save as is otherwise provided in the said Clauses if, by reason of any of the said circumstances, the performance of the contract within a reasonable time becomes impossible, either party shall be entitled to terminate the contract by notice in writing to the other party.	37.4 Notwithstanding anything in the contract contained, the supplier shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works, save to work rejected under the provisions of Clause 21 (Defects Apparent Before Taking Over) hereof prior to the occurence of any		

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		special risk hereinafter mentioned, or to property whether of the client or third parties, or for or in respect of injury or loss of life which is the consequence of any special risk as hereinafter defined.			
	37.5 If the contract is terminated in accordance with subparagraph 4 hereof, the division of the expenses incurred in respect of the contract shall be determined by the agreement between the parties.	37.5 If the works or any products on or near or in transit to the site, or any other property of the supplier used or intended to be used for the purposes of the works, shall sustain destruction or damage by reason of any of the said special risks the supplier shall be entitled to payment for:- (a) any portion of the works or of products so destroyed or damaged and so far as may be required by the industrial architect or as may be necessary for the completion of the works, on the basis of cost plus such profit as the industrial architect may certify to be reasonable for; (b) replacing or making good any such destruction or damage to the works; and (c) replacing or making good such materials or other property of the supplier used or intended to be used for the purposes of the works.			
	37.6 In default of agreement it shall be determined by the arbiter which party has been prevented from performing his/her obligations and that party shall refund to the other the amount of the said expenses incurred by the other less any amount to be credited in accordance with subparagraph 8 hereof or, when the amount to be so credited exceeds the amount of such expenses the said party shall be entitled to recover the excess. If the arbiter determines that both parties have been prevented from performing their obligations, he/she shall apportion the said expenses between the parties in such a manner as to him/her seems fair and reasonable, having regard to all the circumstances of the case.	37.6 Destruction, damage, injury or loss of life caused by explosion or impact whenever and wherever occuring of any mine, bomb, shell, grenade or other projectile, missile, munition or explosive of war, shall be deemed to be a consequence of the said special risks.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
	37.7 For the purposes of this Clause "expenses" means actual out-of-pocket expenses reasonably incurred after both parties shall have mitigated their losses as far as possible. Provided that as regards products delivered to the client the supplier's expenses shall be deemed to be that part of the price payable under the contract which is properly attributable thereto, due account being taken of any work done in the installation and erection of such plant.	37.7 The client shall repay to the supplier any increased cost of or incidental to the execution of the works, other than such as may be attributable to the cost of reconstructing work rejected under the provisions of Clause 21 (Defects Apparent Before Taking Over) hereof, prior to the occurrence of any special risk, which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause in regard to outbreak of war, but the supplier shall as soon as any such increase of cost shall come to his/her knowledge forthwith notify the industrial architect thereof in writing.			
	37.8 There shall be credited to the purchaser against the supplier's expenses all sums paid or payable under the contract by the client to the supplier. There shall be credited to the supplier against the client's expenses that part of the price payable under the contract which is properly attributable to products delivered to the client or, in the case of an incomplete unit, the value of such products having regard to their incomplete state. In either case due account shall be taken of any work done in the erection or installation of such products.	37.8 The special risks are:- (a) radiation or contamination by radioactivity from any nuclear fuel or waste or from the combustion thereof; (b) pressure waves caused by aircrafts travelling at sonic or super sonic speeds; And, in so far as they relate to the country where the works are to be erected and installed, - (c) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or, unless solely restricted to the employees of the supplier or of his/her subcontracts and arising from the conduct of the works, riot, commotion or disorder.			

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		37.9 If a war, or other circumstance outside the control of both parties arises after the contract is made so that either party is prevented from fulfilling his/her contractual obligations, or under the law governing the contract, the parties are released from further performance, then the sum payable by the client to the supplier in respect of the work executed shall be the same as that which would have been payable under this Clause if the contract had been terminated under the provisions hereof.			
TERMINATION BY THE CLIENT O	38.1 If the supplier shall become bankrupt or insolvent, or have a receiving order made against him/her, or compound with his/her creditors, or, being a company, commence to be wound up, not being in liquidation for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them the client shall be at liberty:- (a) to terminate the contract forthwith by notice in writing to the supplier or to the receiver or liquidator or to any person in whom the contract may become vested and to act in the manner provided in Clause 26 (Supplier's Failure to Perform), or (b) to give to such receiver, liquidator or other person the option of carrying out the contract subject to his/her providing a guarantee for the due and faithful performance of the contract up to an amount to be agreed.			Add.38 The client may, be written notice, sent to the supplier, terminate the contract, in whole or in part, at any time for his convenience. The previsions of Clause 37 (Force Majeure) will apply in respect of such termination as though the termination were caused by one of the circumstances therein referred to save that the client shall be deemed the party unable to complete.	Add. A/CONF.97/18 Ex. I 38 FIDIC Add.38 ADB/I-ADB/WB
RIGHTS AT TERMINATION N	39.1 Termination of the contract, from cause arising, shall be without prejudice to whatever the rights of the parties accrued under the contract up to the time of termination.				Ex. I 39 ECE/188 D

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
LIMITATION OF DAMAGES R	40.1 Damages for breach of contract by one party shall consist of a sum equal to the loss, including loss of profit, suffered by the other party as a consequence of the breach. Such damages may not exceed the loss which the party in breach foresaw or ought to have foreseen at the time of the conclusion of the contract, in the light of the facts and matters which he/she then knew or ought to have known, as a possible consequence of the breach of contract. 40.2 The party who sets up a breach of the contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that he/she can do so without unreasonable inconvenience or cost. Should he/she fail to do so, the party guilty of the breach may claim a reduction in the damages.				Ex. I 40 ECE/188 D
APPLICABLE LAW N	41.1 This contract shall be governed in all respects by the law of the client's country.	41. The law which is to apply to the contract and according to which the contract is to be construed is	41. Any disputes which may arise out of or in connection with the contract shall be subject to arbitration proceedings, the juristication of general courts being excluded. The dispute shall be submitted to the Court of Arbitration which is established in the country of the defendant for disputes arising out of foreign trade contracts. Counterclaims shall be subject to consideration in the same court of arbitration in which the original suit is considered. Disputes shall be determined in accordance with the rules of procedure which are operative in the Court of Arbitration in which the proceedings are conducted. Arbitration awards shall be final and bending on the parties.		Ex. I 41 ECE/188 D Ex. II 41 FIDIC Ex. III 41 CMEA
SETTLEMENT OF DISPUTES R	42.1 Any dispute arising out of the contract shall be finally settled in accordance with the UNCITRAL Arbitration Rules.	42.1 If either the client or the supplier is dissatisfied with a decision, instruction or order of the industrial architect as confirmed, reversed or varied in accordance with this contract either party may subject to subparagraph 2 of this Clause refer the matter to arbitration pursuant to subparagraph 3 of this Clause, but such reference shall not relieve the supplier of his/her obligation to proceed with the works in accordance with the decision, instruction or order as so confirmed, reversed or varied nor relieve the client of any of his/her obligations under the contract.			Ex. I 42 ADB/I-ADB/WB

HEADINGS	EXAMPLE I	EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		42.2 No question, dispute or difference arising between the client and the supplier under the contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably. The parties agree to have recourse, if necessary, to the International Centre for Technical Expertise of the International Chamber of Commerce in accordance with the International Chamber of Commerce's Rules for Technical Expertise. 42.3 If at any time any question, dispute or difference shall arise between the client and the supplier in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works or after their completion, and whether before or after the termination, abandonment or breach of the contract) which cannot be settled amicably either party shall, as soon as reasonably practicable, but not earlier than three months after a request made to settle the dispute amicably has been made to the other party, give to the other notice in writing of the existence of such question, dispute or difference specifying the nature and the point at issue, and the same shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbiters appointed in accordance with those Rules.			

		EXAMPLE II	EXAMPLE III	ADDITIONS	SOURCE
		42.4 Performance of the contract shall continue during arbitration proceedings unless the client shall order the suspension thereof, and if any such suspension shall be ordered the reasonable expenses of the supplier occasioned by such suspension shall be included in the contract price if the Arbiters so decide. No payments due or payable by the client shall be withheld on account of or pending reference to Arbitration.			

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FIDIC	Conditions of Contract (International) for Electrical and Mechanical Works (Including Erection on Site) Fédération Internationale des Ingénieurs-Conseils, 2nd Edition 1980.
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ECE/188 B	Additional Clauses for the Supervision of Erection of Plant and Machinery Abroad UNECE, April 1964
CMEA	General Conditions of Installation and Performance of Other Technical Services Related to the Mutual Delivery of Machinery and Plant Between the Foreign Trade Organizations of the Member-Countries of the Council for Mutual Economic Assistance Council for Mutual Economic Assistance
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Supp. Plant